

The Gazette of India



PUBLISHED BY AUTHORITY

No. 46] NEW DELHI, SATURDAY, NOVEMBER 15, 1952

PART II—Section 3

Statutory Rules and Orders issued by the Ministries of the Government of India (other than the Ministry of Defence) and Central Authorities (other than the Chief Commissioners).

MINISTRY OF HOME AFFAIRS

New Delhi, the 7th November 1952

S.R.O. 1863.—In exercise of the powers conferred by the proviso to article 309 of the Constitution, read with articles 313 and 372 thereof and paragraph 19 of the Adaptation of Laws Orders, 1950, the President hereby directs that the following further amendment shall be made in the notification of the Government of India in the late Home Department, No. F.9/2/33-Ests., dated the 9th January 1934, namely:—

In the Schedule to the said notification, the following sub-heading and the entries made thereunder shall be inserted under the heading "Miscellaneous posts under the Department of Education, Health and Lands", namely:—

"The Cattle-cum-Dairy Farm, Karnal,

1. Cattle Officer (Class II)	{	Secretary,	Secretary,	All
2. Agricultural Officer (Agr.)		Ministry of Food & Agriculture (Agr.)	Ministry of Food & Agriculture (Agr.)	

[No. 7/25/52-Ests.]

New Delhi, the 15th November 1952

S.R.O. 1864.—In exercise of the powers conferred by the proviso to article 309 of the Constitution, read with articles 313 and 372 thereof and paragraph 19 of the Adaptation of Laws Orders, 1950, the President hereby directs that the following further amendment shall be made in the rules published with the notification of the Government in the late Home Department, No. F.9-19/30-Ests., dated the 27th February 1932, namely:—

In the Schedule to the said Rules, under the heading "Department of Education, Health and Lands" the following sub-heading and the entries made thereunder

shall be inserted after the entries under the sub-heading "Indian Dairy Department", namely:-

"The Cattle-cum-Dairy Farm, Karnal

I <i>Class III</i>	2 Superin- tendent, Cattle- cum- Dairy Farm, Karnal	3 Joint Secretary, Ministry of Food & Agri- culture (Agri.)	4 All	5 Secretary, Ministry of Food & Agri- culture (Agri.)
1. Supervisor (Cattle Yard)	Do.	Do.	Do.	Do.
2. Supervisor (Cultivation)	Do.	Do.	Do.	Do.
3. Technical Asstt. (Cattle Yard)	Do.	Do.	Do.	Do.
4. Technical Asstt. (Dairy)	Do.	Do.	Do.	Do.
5. Farm Engineer	Do.	Do.	Do.	Do.
6. Junior Scientific Assistant:	Do.	Do.	Do.	Do.
7. Junior Mechanic	Do.	Do.	Do.	Do.
8. Fitter.	Do.	Do.	Do.	Do.
9. Engine Driver.	Do.	Do.	Do.	Do.
10. Truck Driver :	Do.	Do.	Do.	Do.
11. Mechanic Driver :	Do.	Do.	Do.	Do.
12. Head Clerk	Do.	Do.	Do.	Do.
13. Clerk :	Do.	Do.	Do.	Do.
14. Cashier	Do.	Do.	Do.	Do.
15. Stenotypist :	Do.	Do.	Do.	Do.
16. Typist	Do.	Do.	Do.	Do.
17. Store-keeper	Do.	Do.	Do.	Do.
Class IV	Superin- tendent, Cattle- cum- Dairy Farm, Karnal]	Superin- tendent, Cattle- cum- Dairy Farm, Karnal]	Nos. (i) to (vi)	Joint Sec- retary, Ministry of Food & Agri- culture (Agricul- ture)
			Deputy Secy. to the Go- vernment of India, Ministry of F. & A. (Agril.).	No. (vii) only
1. Blacksmith	Do.	Do.	Do.	Do.
2. Carpenter	Do.	Do.	Do.	Do.
3. Pumpman	Do.	Do.	Do.	Do.
4. Truck Attendant	Do.	Do.	Do.	Do.
5. Tractor Attendant	Do.	Do.	Do.	Do.
6. Boiler man	Do.	Do.	Do.	Do.
7. Workshop hand :	Do.	Do.	Do.	Do.
8. Head Jamadar	Do.	Do.	Do.	Do.
9. Compounder	Do.	Do.	Do.	Do.
10. Cattle-cum-Milk Recorder	Do.	Do.	Do.	Do.
11. Jamadar	Do.	Do.	Do.	Do.
12. Daftary	Do.	Do.	Do.	Do.
13. Peon	Do.	Do.	Do.	Do.
14. Store Attendant	Do.	Do.	Do.	Do.
15. Chowkidar	Do.	Do.	Do.	Do.

MINISTRY OF STATES

New Delhi, the 11th November 1952

S.R.O. 1865.—In exercise of the powers conferred by section 2 of the Part C States (Laws) Act, 1950 (XXX of 1950), the Central Government hereby extends to the State of Manipur, the Land Improvement Loans Act, 1883 (Act XIX of 1883) as at present in force in the State of Assam, subject to the modifications specified below:—

Modifications

1. Throughout the Act—
for the words "State Government" the words "Chief Commissioner" shall be substituted.
2. for sub-section (2) of section 1, the following sub-section shall be substituted namely:—

"(2) It shall come into force at once".

ANNEXURE

The Land Improvement Loans Act, 1883 (Act XIX of 1883) as amended by this notification.

THE LAND IMPROVEMENT LOANS ACT, 1883

Act No. XIX of 1883

(12th October, 1883)

An Act to consolidate and amend the law relating to loans of money by the Government for agricultural improvements.

WHEREAS it is expedient to consolidate and amend the law relating to loans of money by the Government for agricultural improvements; it is hereby enacted as follows:—

1. Short title.—(1) This Act may be called the Land Improvement Loans Act, 1883.

(2) It shall come into force at once.

2. Local extent Commencement.—(1) The Land Improvement Act, 1871 and Act XXI of 1876 (An Act to amend the Land Improvement Act, 1871) (Acts XXVI of 1871 and XXI of 1876 repealed), shall, except as regards the recovery of advances made before this Act comes into force and costs incurred by the Government in respect of such advances, be repealed.

(2) When in any Act, Regulation or Notification passed or issued before this Act comes into force, reference is made to either of those Acts, the reference shall, so far as may be practicable, be read as applying to this Act or the corresponding part of this Act.

3. "Collector" defined.—In this Act, "Collector" means the Collector of land-revenue of a district, or the Deputy Commissioner, or any officer empowered by the Chief Commissioner by name or by virtue of his office to discharge the functions of a Collector under this Act.

4. Purposes for which loans may be granted under this Act.—(1) Subject to such rules as may be made under section 10, loans may be granted under this Act, by such officer as may, from time to time be empowered in this behalf by the Chief Commissioner, for the purpose of making any improvement, to any person having a right to make that improvement, or, with the consent of that person, to any other person.

(2) "Improvement" means any work which adds to the letting value of land, and includes the following, namely:—

- (a) the construction of wells, tanks and other works for the storage, supply or distribution of water for the purposes of agriculture, or for the use of men and cattle employed in agriculture;
- (b) the preparation of land for irrigation;
- (c) the drainage, reclamation from rivers or other waters, or protection from floods or from erosion or other damage by water, of land used for agricultural purposes or waste-land which is culturable;
- (d) the reclamation, clearance, enclosure or permanent improvement of land for agricultural purposes;
- (e) the renewal or reconstruction of any of the foregoing works, or alterations therein or additions thereto; and

(f) such other works as the Chief Commissioner may, from time to time, by notification in the Official Gazette, declare to be improvements for the purposes of this Act.

5. Mode of dealing with applications for loans.—(1) When an application for a loan is made under this Act, the officer to whom the application is made may, if it is, in his opinion, expedient that public notice be given of the application, publish a notice, in such manner as the Chief Commissioner may, from time to time, direct, calling upon all persons objecting to the loan to appear before him at a time and place fixed therein and submit their objections.

(2) The officer shall consider every objection submitted under sub-section (1), and make an order in writing either admitting or overruling it:

Provided that, when the question raised by an objection is, in the opinion of the officer, one of such a nature that it cannot be satisfactorily decided except by a Civil Court, he shall postpone his proceedings on the application until the question has been so decided.

6. Period for repayment of loans.—(1) Every loan granted under this Act shall be made repayable by instalments (in the form of an annuity or otherwise), within such period from the date of the actual advance of the loan, or, when the loan is advanced in instalments, from the date of the advance of the last instalment actually paid as may, from time to time, be fixed by the rules made under this Act.

(2) The period fixed as aforesaid shall not ordinarily exceed thirty-five years.

(3) The Chief Commissioner, in making the rules fixing the period, shall, in considering whether the period should extend to thirty-five years, or whether it should extend beyond thirty-five years, have regard to the durability of the work for the purpose of which the loan is granted, and to the expediency of the cost of the work being paid by the generation of persons who will immediately benefit by the work.

7. Recovery of loans.—(1) Subject to such rules as may be made under section 10, all loans granted under this Act, all interest (if any) chargeable thereon, and costs (if any) incurred in making the same shall, when they become due, be recoverable by the Collector in all or any of the following modes, namely:—

- (a) from the borrower—as if they were arrears of land-revenue due by him;
- (b) from his surety (if any)—as if they were arrears of land-revenue due by him;
- (c) out of the land for the benefit of which the loan has been granted—as if they were arrears of land-revenue due in respect of that land;
- (d) out of the property comprised in the collateral security (if any)—according to the procedure for the realization of land-revenue by the sale of immoveable property other than the land on which that revenue is due:

Provided that no proceeding in respect of any land under clause (c) shall affect any interest in that land which existed before the date of the order granting the loan, other than the interest of the borrower, and of mortgagees of, or persons having charges on, that interest, and, where the loan is granted under section 4 with the consent of another person, the interest of that person, and of mortgagees of, or persons having charges on, that interest.

(2) When any sum due on account of any such loan, interest or costs is paid to the Collector by a surety or an owner of property comprised in any collateral security, or is recovered under sub-section (1) by the Collector from a surety or out of any such property, the Collector shall, on the application of the surety or the owner of that property (as the case may be), recover that sum on his behalf from the borrower, or out of the land for the benefit of which the loan has been granted, in manner provided by sub-section (1).

(3) It shall be in the discretion of a Collector acting under this section to determine the order in which he will resort to the various modes of recovery permitted by it.

8. Order granting loan conclusive on certain points.—A written order under the hand of an officer empowered to make loans under this Act granting a loan to, or with the consent of, a person mentioned therein, for the purpose of carrying out a work described therein, for the benefit of land specified therein, shall, for the purposes of this Act, be conclusive evidence—

- (a) that the work described is an improvement within the meaning of this Act;

- (b) that the person mentioned had at the date of the order a right to make such an improvement; and
- (c) that the improvement is one benefiting the land specified.

9. Liability of joint borrowers as among themselves.—When a loan is made under this Act to the members of a village-community or to any other persons on such terms that all of them are jointly and severally bound to the Government for the payment of the whole amount payable in respect thereof, and a statement showing the portion of that amount which as among themselves each is bound to contribute is entered upon the order granting the loan and is signed by each of them and by the officer making the order, that statement shall be conclusive evidence of the portion of that amount which as among themselves each of those persons is bound to contribute.

10. Power to make rules.—The Chief Commissioner may, from time to time, by notification in the Official Gazette, make rules consistent with this Act to provide for the following matters, namely:—

- (a) the manner of making applications for loans;
- (b) the officers by whom loans may be granted;
- (c) the manner of conducting inquiries relative to applications for loans, and the powers to be exercised by officers conducting those inquiries;
- (d) the nature of the security to be taken for the due application and repayment of the money, the rate of interest at which, and the conditions under which, loans may be granted, and the manner and time of granting loans;
- (e) the inspection of works for which loans have been granted;
- (f) the instalments by which, and the mode in which, loans, the interest to be charged on them and the costs incurred in the making thereof, shall be paid;
- (g) the manner of keeping and auditing the accounts of the expenditure of loans and of the payments made in respect of the same; and
- (h) all other matters pertaining to the working of the Act.

11. Exemption of improvements from assessment to land-revenue.—When land is improved with the aid of a loan granted under this Act, the increase in value derived from the improvement shall not be taken into account in revising the assessment of land-revenue on the land:

Provided as follows:—

- (1) where the improvement consists of the reclamation of waste-land, or of the irrigation of land assessed at unirrigated rates, the increase may be so taken into account after the expiration of such period as may be fixed by rules to be framed by the Chief Commissioner.
- (2) nothing in this section shall entitle any person to call in question any assessment of land-revenue otherwise than as it might have been called in question if this Act had not been passed.

12. Certain powers of Chief Commissioner to be exerciseable by Board of Revenue or Financial Commissioner.—The powers conferred on a Chief Commissioner by sections 4(1), 5(1), and 10 may, in a State for which there is a Board of Revenue or a Financial Commissioner, be exercised in the like manner and subject to the like conditions by such Board or Financial Commissioner, as the case may be: Provided that rules made by a Board of Revenue or Financial Commissioner shall be subject to the control of the Chief Commissioner.

[No. 224-J.]

A. N. SACHDEV, Under Secy.

. 11, 1.0. . . . 10, 1.32 1.A. II—SAC. 3

MINISTRY OF FINANC

Department of Economic Affairs

New Delhi, the 7th November 1952

S.R.O. 1866.—In exercise of the powers conferred by section 53 of the Banking Companies Act, 1949 (X of 1949) and on the recommendation of the Reserve Bank of India, the Central Government hereby declares that—

- (a) the provisions of section 16, and section 10(1) (b) (i) (in so far as they relate to the employment of any person who is or at any time has been adjudicated insolvent or has suspended payment or has compounded with his creditors) of the said Act shall not apply to the Colony Bank Ltd. till the 15th September, 1955;
- (b) the provisions of sections 10(1) (c) (i) and (ii) of the said Act shall not apply to the Punjab Co-operative Bank Ltd. and the Colony Bank Ltd. till the 15th September, 1955;
- (c) the provisions of section 19(2) of the said Act shall not apply:
 - (i) till the 30th September 1953, to the Traders' Bank Ltd. in so far as they relate to its holdings in the City Bank of Lahore Ltd. (in liquidation), the National Finance of India Ltd., the Electrical Fan and Motor Manufacturing Company Ltd. and the Indian Sewing Machine Manufacturing Company Ltd.
 - (ii) till the 15th September 1953, to the New Bank of India Ltd. in so far as they relate to its holdings in the Ramkola Sugar Mills Ltd. and till the 15th September 1955, in so far as they relate to its holdings in the Globe Engineers Ltd. and the Jupiter Investment Trust Ltd.
 - (iii) till the 15th September 1955, to the Punjab Co-operative Bank Ltd., in so far as they relate to its holdings in the Prem Spinning and Weaving Mills Company Ltd.
- (d) the provisions of sub-section (3) of section 19 of the said Act shall not apply:
 - (i) till the 30th September 1953, to the Traders' Bank Ltd., in so far as they relate to its holdings in the National Finance of India Ltd.
 - (ii) to the New Bank of India Ltd.—
 - (a) in so far as they relate to its holdings in the Lakshmi Insurance Company Ltd., till the 15th September 1953, and
 - (b) in so far as they relate to its holdings in the Jupiter Investment Trust Ltd., and the New India Investment Trust Ltd., till the 15th September 1955.
 - (iii) till the 15th September 1955, to the Punjab Co-operative Bank Ltd., in so far as they relate to its holdings in the Prem Spinning and Weaving Mills Company Ltd. and the Central India Electric Supply Company Ltd.

[No. F.4(165)-F.1/52.]

S. K. SEN, Dy. Secy.

MINISTRY OF FINANCE (REVENUE DIVISION)

CENTRAL EXCISES

New Delhi, the 6th October 1952

S.R.O. 1717.—In exercise of the powers conferred by section 6 and 37 of the Central Excises and Salt Act, 1944 (I of 1944), the Central Government hereby

directs that the following further amendments shall be made in the Central Excise Rules, 1944, namely:—

In the Table set out below sub-rule (2) of rule 176 of the said rules, for the entries against sub-items (a), (b), (c), (d), (e) and (f) of item 4, the following shall be substituted, namely:—

"(a) A curer who intends to cure in the following year	(i) one hundred, or more than one hundred, standard maunds ; (ii) less than one hundred, standard maunds ;	Five Nil
(b) A wholesale dealer in un manufactured tobacco who purchases for the purpose of trade or manufacture.	(i) two thousand, or more than two thousand, standard maunds ; (ii) less than two thousand but more than five hundred, standard maunds ; (iii) more than fifty, but not more than five hundred, standard maunds ; (iv) fifty standard maunds or less.	One hundred. Fifty. Five.
(c) A wholesale dealer in other unmanufactured products who purchases from a curer.		of such products during the twelve months preceding the 30th day of September prior to the year for which the licence is to be granted Two.
(d) A broker or commission agent dealing in unmanufactured tobacco, who brokes	(i) two thousand or more than two thousand, standard maunds ;	Fifty.
(e) A broker or commission agent dealing in other unmanufactured products who negotiates the purchase, from a curer, or	(ii) less than two thousand but more than five hundred, standard maunds ; (iii) five hundred, standard maunds or less.	Ten. One.
	(i) two thousand, or more than two thousand, standard maunds ;	Twenty.
(f) The holder of a private bonded storeroom or warehouse which houses.	(ii) less than two thousand, but more than five hundred, standard maunds ; (iii) more than one hundred, but not more than five hundred, standard maunds ; (iv) one hundred standard maunds or less.	Ten. Two. Eight annas."

[No. 23.]

W. SALDANHA, Under Secy.

CENTRAL BOARD OF REVENUE

INCOME-TAX

New Delhi, the 5th November 1952

S.R.O. 1867.—In pursuance of sub-section (6) of Section 5 of the Indian Income-tax Act, 1922 (XI of 1922) the Central Board of Revenue directs that the

following amendments shall be made in its Notification No. 44-Income-tax, dated the 1st July 1952, namely:—

In the Schedule appended to the said notification—

After serial number 74, the following items shall be inserted, namely:—

1	2	3	4	5	6
74-A	Employees and Pensioners of the United Lutheron Church Mission who are resident in the Madras State.	Income-Tax Officer, Guntur.	Inspecting Assistant Commissioner, Vizawada.	Appellate Assistant Commissioner, C—Range, Madras.	Commissioner of Income-tax, Hyderabad.
74-B	Employees and pensioners of the Canadian Baptist Mission who are resident in the Madras State.	Income-Tax Officer, Kakinada.	Do.	Do.	Do.

[No. 74]

K. B. DEB, Under Secy.

CUSTOMS

New Delhi, the 6th November 1952

S.R.O. 1868.—In exercise of the powers conferred by sub-section (1) of section 5 of the Land Customs Act, 1924 (XIX of 1924), the Central Board of Revenue hereby directs that the following further amendments shall be made in its notification No. 24-Customs, dated the 3rd March 1951, namely:—

In the said notification in the form of 'Application for Import'.

- the words 'to be' after the words 'undermentioned goods' in the second line shall be omitted, and
- after column 4 headed 'Description of the goods' column No. 4A headed 'Date of arrival of the goods at the land Customs Station' shall be inserted.

[No. 60]

A. K. MUKARJI, Secy.

MINISTRY OF COMMERCE AND INDUSTRY

New Delhi, the 11th November 1952

S.R.O. 1869.—The following general authorisation issued by the Iron and Steel Controller under clauses 4 and 5 of the Iron and Steel (Control of Production and Distribution) Order, 1941, is published for general information:—

"In exercise of the powers conferred on me under clauses 4 and 5 of the Iron and Steel (Control of Production and Distribution) Order, 1941, I hereby authorise the acquisition and disposal, within the Union of India, of any quantity of Tees 4"×3"×3/8" and heavier, without any quota certificate or authorisation. This relaxation shall not affect the statutory selling price of this category of steel.

(Sd.) C. R. NATESAN,
Iron and Steel Controller."
[No. SC(A)-4(137).]

D. HEJMADI, Under Secy.

New Delhi, the 15th November, 1952

S.R.O. 1869A.—In exercise of the powers conferred by section 3 of the Essential Supplies (Temporary Powers) Act, 1946 (XXIV of 1946), the Central Government hereby directs that the following further amendment shall be made in the notification of the Government of India in the late Ministry of Industry and Supply No. 81-Tex.I/48(1), dated the 4th December 1948, namely:—

In the said notification form "CST 5B" shall be deleted.

[9(5)-Tex.I/49-CT(A)/52]

S. A. TECKCHANDANI, Under Secy.

ORDERS

New Delhi, the 10th November 1952

S.R.O. 1870.—In exercise of the powers conferred by section 4 of the Supply and Prices of Goods Act, 1950 (LXX of 1950), and in partial modification of the notification of the Government of India in the late Ministry of Industry and Supply No. S.R.O. 503, dated the 2nd September 1950, in so far as it relates to the fixation of maximum price of caustic soda, the Central Government hereby fixes the following Schedule of maximum price of 446 cwts. (gross) of caustic soda in 400 lbs. drums and 357 cwts. (gross) in 100 lbs. drums imported from the United States of America per s.s. "Steel Executive" during the month of July, 1952 by the New Standard Chemicals Co. Ltd., 281 Samuel Street, Vadgadi, Bombay (3).

SCHEDULE

Variety of Caustic Soda	Maximum price that may be charged by the importer	Maximum price that may be charged by a distributor	Maximum price that may be charged by a wholesale dealer	Maximum price that may be charged by a retail dealer
(1)	(2)	(3)	(4)	(5)
Caustic Soda (in 400 lbs. drums.)	Rs. 42-8-0 per cwt. Ex-godown/ F.O.R. Bombay.	The price specified in column 2 PLUS (a) actual railway freight by goods train or actual transport charges by sea from Bombay to the place of destination, and (b) handling charges not exceeding annas eight per cwt.	The price specified in column 3 PLUS a margin not exceeding annas eight per cwt.	The price specified in column 4 PLUS a margin not exceeding Rs. 1-12-0 per cwt.
Caustic Soda (in 100 lbs. drums.)	Rs. 47-6-0 per cwt Ex-godown/ F.O.R. Bombay.		do.	do.

NOTE.—These prices are exclusive of local taxes such as Sales Tax, Octroi and other local taxes which may be charged extra.

[No. PC-7(40)/52.]

S.R.O. 1871.—In exercise of the powers conferred by section 4 of the Supply and Prices of Goods Act, 1950 (LXX of 1950), and in partial modification of the notification of the Government of India in the late Ministry of Industry and Supply No. S.R.O. 503, dated the 2nd September 1950, in so far as it relates to the fixation of maximum price of soda ash, the Central Government hereby fixes the following Schedule of maximum price in respect of 9719 cwts. (gross) of soda ash imported from France per s.s. JALAMANJARI during the month of April, 1952 by the Kajaria Sons Limited, 32, Armenian Street, Calcutta (1).

SCHEDULE

Variety of soda ash	Maximum price that may be charged by the importer	Maximum price that may be charged by a distributor	Maximum price that may be charged by a wholesale dealer	Maximum price that may be charged by a retail dealer
(1)	(2)	(3)	(4)	(5)
Soda Ash	Rs. 24-3-0 per cwt Ex-godown /F.O.R. Bombay.	The price specified in Column 2 PLUS (a) actual railway freight by goods train or actual transport charges by sea from Calcutta to the place of destination, and (b) handling charges not exceeding annas eight per cwt.	The price specified in Column 3 PLUS a margin not exceeding annas eight per cwt.	The price specified in column 4 PLUS a margin not exceeding Rs. 1-12-0 per cwt

Note—These prices are exclusive of local taxes, such as Sales Tax, Octroi and other local taxes, which may be charged extra.

[No. PC-7(22)/52.]

H. K. KAPOOR, Under Secy.

ORDER

New Delhi, the 12th November 1952

S.R.O. 1872.—In exercise of the powers conferred by section 4 of the Supply and Prices of Goods Act 1950 (LXX of 1950), the Central Government hereby directs that the following further amendment shall be made in the Schedule to the notification of the Government of India in the late Ministry of Industry and Supply No. 500, dated the 2nd September 1950.

For the entries in the Schedule relating to the maximum prices of Glaxo and Ostermilk the following entries shall be substituted, namely:—

"Glaxo 1 lb.	Rs. 3-13-0 per tin
Glaxo 2 lb.	Rs. 7-5-0 per tin
Ostermilk 1 lb.	Rs. 3-14-0 per tin
Ostermilk 2 lb.	Rs. 7-6-0 per tin".

[No. PC-4(1)/50-Pt.II]

B. B. SAKSENA, Dy. Secy.

MINISTRY OF FOOD AND AGRICULTURE

(Agriculture)

New Delhi, the 6th November 1952

S.R.O. 1873.—In exercise of the powers conferred by Section 4(4)(V) of the Indian Lac Cess Act, 1930 (XXIV of 1930), the Central Government are pleased to nominate Shri Sukhdeo Prasad Agarwal, lac cultivator and factory owner, Gondia, to be a member of the Governing Body of the Indian Lac Cess Committee to represent the cultivators of lac in Madhya Pradesh with effect from the 1st October, 1952, vice Shri K. P. Pande, M.L.A.

[No. F.3-5/52-Com.I.]

S. D. UDHRAIN, Under Secy.

New Delhi, the 7th November 1952

S.R.O. 1874.—In exercise of the powers conferred by clause 6 of the Sugar and Gur Control Order, 1950, the Central Government directs that the following amendment shall be made in the late Ministry of Agriculture Notification No. S.R.O. 50, dated 9th January 1951, namely:—

In "The Schedule" to the notification,—

For "Rs. 33" under column 2 against item 2, read "Rs. 100 per bag of 2 Cwts".

[No. SV-101(1)/50-51.]

P. A. GOPALAKRISHNAN, Joint Secy.

New Delhi, the 15th November 1952

S.R.O. 1875.—In exercise of the powers conferred by clause 2(a) of the Vegetable Oil Products Control Order, 1947, as amended by the Government of India in the Ministry of Food & Agriculture Notification No. S.R.O. 2040, dated the 22nd December, 1951, I hereby authorise the officers specified in Col. 2 of the Schedule hereto annexed in respect of their respective jurisdiction in the State mentioned in Col. 1, to exercise within their jurisdiction and subject to such directions as may be issued by me from time to time in this behalf, the powers of the Vegetable Oil Products Controller for India under clause 13 of the said Order. *

THE SCHEDULE

State	Designation of Authority
Delhi	<ol style="list-style-type: none">Controller of Rationing.Assistant Director of Civil Supplies (Food)Assistant Director of Civil Supplies (Procurement).Superintendent of Police(Enforcement).Deputy Superintendent of Police (Enforcement).All Price Control Inspectors of the Delhi Enforcement Police.

[No. 2-VP(2)/52]

P. A. GOPALAKRISHNAN,
Vegetable Oil Products Controller.

MINISTRY OF INFORMATION AND BROADCASTING

New Delhi, the 6th November 1952

S.R.O. 1876.—In exercise of the powers conferred by section 6 of the Cinematograph Act, 1952 (Act XXXVII of 1952), the Central Government hereby directs that the film entitled 'Anhonee' produced by M/S Naya Sansar Motion Picture Producers in respect of which "U" certificate No. 6337, dated the 22nd July 1952, was granted by the Central Board of Film Censors shall be deemed to be a film in respect of which an 'A' certificate has been granted.

[No. 4/9/52-F.II.]

C. B. RAO, Joint Secy.

MINISTRY OF HEALTH

New Delhi, the 4th November 1952

S.R.O. 1877.—In exercise of the powers conferred by section 12 and 33 of the Drugs Act, 1940 (XXIII of 1940), the Central Government hereby directs that the

following further amendment shall be made in the Drugs Rules, 1945, the same having been previously published as required by the said sections, namely:—

In sub-rule (I) of rule 97 of the said Rules, after clause (b) the following clause shall be inserted, namely:—

"(c) if it contains a substance specified in Schedule H, it shall be labelled with the words:

'SCHEDULE H DRUG'

Warning.—To be sold by retail on the prescription of a Registered Medical Practitioner only."

[No. F.10-23/49-DS.]

New Delhi, the 11th November, 1952

S.R.O. 1878.—In exercise of the powers conferred by section 3 of the Drugs (Control) Act, 1950 (XXVI of 1950), and in partial modification of this Ministry's notification No. F.6-30/52-MS, dated the 4th August, 1952, the Central Government hereby declares preparations containing Hyderazine derivatives of Isonicotinic Acid also to be drugs to which the said Act applies.

[No. F.6-30/52-MS.]

S. DEVANATH, Under Secy.

MINISTRY OF COMMUNICATIONS

New Delhi, the 5th November 1952

S.R.O. 1879.—In exercise of the powers conferred by sub-section 2 of section 4 of the Indian Telegraph Act, 1885 (XIII of 1885), and in supersession of the Notification of the Government of India in the late Department of Industries and Labour No. 7.T., dated the 28th April, 1927, the Central Government hereby delegates to the telegraph authority the power to grant licences to establish, maintain or work a telegraph within any part of India, subject to the restriction that the telegraph authority shall not issue licences for establishing, maintaining or working any wireless telegraph except for broadcast receivers.

[No. 2434-OC/52.]

S.R.O. 1880.—In exercise of the powers conferred by sub-section 1 of section 4 of the Indian Telegraph Act, 1885 (XIII of 1885), the Central Government hereby makes the following amendments in the Indian Wireless Telegraphs (Foreign Ships) Rules, 1948, namely:—

In the said Rules,—

1. In rule 6 for the words "Telegraph Authority" the words "Central Government" shall be substituted,

2. In rule 7-(a) for the words "Telegraph Authority" occurring for the first time, the words "Central Government" shall be substituted; and

(b) for clause (a) of the proviso the following clause shall be substituted, namely:—

"(a) transmission shall be discontinued on request from—

- (1) the Central Government;
- (2) the Telegraph authority;
- (3) the Indian Naval Authority;
- (4) any post authority;
- (5) any land station."

[No. 2435-OC/52.]

S.R.O. 1881.—In exercise of the powers conferred by section 7 of the Indian Telegraph Act, 1885 (XIII of 1885) the Central Government hereby makes the following amendments in the Indian Wireless Telegraph Rules, 1949:

In the said Rules—

1. In rule 2 for clause (b) the following clause shall be substituted, namely:—

(b) "Certificate of Competency" means a certificate granted by the Central Government under these Rules or by the telegraph authority under these Rules before the issue of the notification of the Government of India in the Ministry of Communications No. 2436-OC/52 dated the 5th November 1952, or by the said authority under the Indian Wireless Telegraph Rules, 1933, or under the Indian Wireless Telegraph Rules, 1929, or by a competent authority in any other part of the British Commonwealth and Empire entitling the holder to be employed as a radiotelegraph or radiotelephone operator;"

2. For rule 4 the following rule shall be substituted, namely:—

"4. Right to Work Transmitting Apparatus—Except with the general or special permission in writing of the Central Government or as provided in the Convention or these rules, no person shall work the transmitting apparatus of a wireless telegraph licensed under the Indian Telegraph Act, 1885, unless—

- (a) he is a citizen of India, and
 (b) he holds a Certificate of Competency of the class specified in the licence."

3. In rules 8, 10, 11, 13, 14, 22 and 23 for the words "Telegraph Authority" wherever they occur the words "Central Government" shall be substituted.

4. In rule 12 for the words "Telegraph Authority" occurring for the first time the words "Central Government" shall be substituted.

5. In rule 16 for the words "Telegraph Authority" wherever they occur the words "Central Government or any officer appointed by that Government in this behalf" shall be substituted.

6. In rule 17 the words "by means of Indian postage stamps affixed to the application" shall be omitted.

7. In rule 18 for the words "Telegraph Authority" the words "Central Government or any officer appointed by that Government in this behalf" shall be substituted.

8. In rule 20—

- (a) sub-rules (3) and (4) shall be omitted;
 (b) in sub-rule (5) for the words "Telegraph Authority" the words "Central Government or any officer appointed by that Government in this behalf" shall be substituted.

9. In the First Schedule—

- (a) for the words "Posts and Telegraphs" occurring immediately below the words "Government of India" throughout the Schedule the words "Ministry of Communications" shall be substituted,
 (b) for the words "ISSUED BY THE DIRECTOR GENERAL OF POSTS AND TELEGRAPHS" wherever they occur the words "ISSUED BY THE GOVERNMENT OF INDIA" shall be substituted;
 (c) the words "Director General of Posts and Telegraphs" occurring immediately below the words "Signature" throughout the Schedule shall be omitted.

10. In the Second Schedule—

- (a) the words "Indian postage stamps for fee to be affixed here" shall be omitted;
 (b) for the form of declaration occurring towards the close of the application form the following form of declaration shall be substituted, namely:—

"I declare that I am a citizen of India".

New Delhi the 11th November, 1952

S.R.O. 1882.—In exercise of the powers conferred by sub-section (1) of section 4 of the Indian Telegraph Act, 1885 (XIII of 1885) the Central Government hereby makes the following amendments in the Indian Wireless Telegraphs (Foreign Aircraft) Rules, 1948, namely:—

In the Rules—

1. In rule 6, for the words "Telegraph Authority" the words "Central Government" shall be substituted.

2. In rule 7—

(a) in sub-rule (1), for the words "Telegraph Authority" occurring for the first time the words "Central Government" shall be substituted;

(b) in sub-rule (2), for clause (a) the following clause shall be substituted, namely:—

"(a) transmission shall be discontinued on request from—

(i) the Central Government;

(ii) the Telegraph Authority;

(iii) any Indian Naval or Air Force Authority;

(iv) any post authority;

(v) any land station"

[No. 2436-OC/52.]

(Posts & Telegraphs)

New Delhi, the 11th November 1952

S.R.O. 1883.—In pursuance of the powers conferred by rule 452-A of the Indian Telegraph Rules, 1932, the Central Government hereby directs that the 'Own Your Telephone' Scheme shall be introduced in the exchanges proposed to be opened at Gudur and Erode in Madras State, for all new telephone connections except those for the diplomatic corps, public institutions, persons of the medical profession, public men, deserving refugees and others for whom special reservation may be made by the Director General. The scheme shall apply to the subscribers of the exempted categories only at their option.

[No. PHA-10-116/51.]

K. V. VENKATACHALAM, Dy. Secy.

New Delhi, the 12th November 1952

S.R.O. 1884.—The following draft of an amendment to the Indian Aircraft Rules, 1937, which it is proposed to make in exercise of the powers conferred by section 5 of the Indian Aircraft Act, 1934 (XXII of 1934), is hereby published as required by section 14 of the said Act for the information of all persons likely to be affected thereby, and notice is hereby given that the draft will be taken into consideration on or after the 15th January 1953.

Any objection or suggestion received from any person in respect of the said draft before the date specified will be considered by the Central Government.

The amendment proposed is that in rule 13 of the said Rules, the words 'or by an officer authorised by the Director General in that behalf' shall be added at the end.

[No. 10-A/65-52.]

P. K. ROY, Dy. Secy.

MINISTRY OF WORKS, HOUSING AND SUPPLY

(Central Boilers Board)

New Delhi, the 4th November 1952

S.R.O. 1885.—In exercise of the powers conferred by section 28 of the Indian Boilers Act, 1923 (V of 1923), the Central Boilers Board hereby directs that the following amendment shall be made in the Indian Boiler Regulations, 1950, the same having been previously published as required by sub-section (1) of section 31 of the said Act, namely:—

After clause (b) of regulation 348 of the said Regulations, the following clause shall be inserted, namely:—

“(c) Cold drawn pipes shall be carefully annealed throughout their length after the operation of drawing.”

[No. M/BL-304(71)/51.]

S.R.O. 1886.—In exercise of the powers conferred by section 28 of the Indian Boilers Act, 1923 (V of 1923), the Central Boilers Board hereby directs that the following amendment shall be made in the Indian Boiler Regulations, 1950, the same having been previously published as required by sub-section (1) of section 31 of the said Act, namely:—

In sub-clause (a) of regulation 36 of the said Regulations, for the figures “0·045” and “0·04” the figures “0·05” shall be substituted in both places.

[No. M/BL-304(72)/51]

S.R.O. 1887.—In exercise of the powers conferred by section 28 of the Indian Boilers Act, 1923 (V of 1923), the Central Boilers Board hereby directs that the following amendment shall be made in the Indian Boiler Regulations, 1950, the same having been previously published as required by sub-section (1) of section 31 of the said Act, namely:—

In clause (a) of regulation 392 of the said Regulations, for the word “Extensive”, the word “Major” shall be substituted.

[No. M/BL-304(1)/52]

S.R.O. 1888.—In exercise of the powers conferred by section 28 of the Indian Boilers Act, 1923 (V of 1923), the Central Boilers Board hereby directs that the following amendment shall be made in the Indian Boiler Regulations, 1950, the same having been previously published as required by sub-section (1) of section 31 of the said Act, namely:—

In the said Regulations—

1. In regulation 5 after clause (iii) the following clause shall be inserted, namely:—

“(iv) when the material and the make of steam pipes have not been supported by certificates from the manufacturers or approved Test House, the pipes shall be treated as wrought iron lap-welded pipes and they shall be presented for a hydraulic test before erection *in situ*.”

2. In clause (c) of regulation 381 for the words

“and may issue a provisional order under section 9 of the Act in Form V” the sentence “a provisional order under Section 9 of the Act in Form V may be issued after the hydraulic test” shall be substituted.

[No. M/BL-304(12)/52]

S.R.O. 1889.—In exercise of the powers conferred by section 28 of the Indian Boilers Act, 1923 (V of 1923), the Central Boilers Board hereby directs that the following amendment shall be made in the Indian Boiler Regulations, 1950, the same having been previously published as required by sub-section (1) of section 31 of the said Act, namely:—

Regulation 156 of the said Regulations shall be lettered as clause (a) of regulation 156 and in clause (a) as so lettered after the words “The thickness of the” the word “forged” shall be inserted; and

after the said clause as so lettered the following clause shall be inserted in regulation 156, namely:—

“(b) The thickness of Stand Pipes and Branches secured to drums and headers by expanding, screwing or welding shall be not less than that given in table below—

**Minimum Body Thicknesses of Standpipes and Branches Secured by expanding,
screwing or welding.**

Nominal bore of standpipes and branches in.	Thickness of shell in.	Minimum body thickness* in.
Up to and including 1·1/2	1/2 and over	1/4
Over 1·1/2 up to and including 3 1/2	5/8 and over	5/16
Over 2·1/2 up to and including 4 1/2	7/8 and over	7/16
Over 4·1/2 up to and including 8	1 and over	1/2
Over 8 up to and including 10	1·1/4 and over	5/8

*For thinner shell than given above, minimum body thickness not less than one-half the thickness of the shell".

[No. M/BL-304(8)/52]

S.R.O. 1890.—In exercise of the powers conferred by section 28 of the Indian Boilers Act, 1923 (V of 1923), the Central Boilers Board hereby directs that the following amendment shall be made in Indian Boiler Regulations, 1950, the same having been previously published as required by sub-section (1) of section 31 of the said Act, namely:—

In regulation 268 of the said Regulations, the following paragraph shall be added, at the end, namely:—

“In the case of drums of ‘Composite’ construction, viz., part riveted and part welded seams, the test pressure shall be the same as that prescribed for riveted construction, i.e., $1\frac{1}{2}$ times the working pressure (Plus) 50 lbs. per square inch”

[No. M/BL-304(9)/52]

S.R.O. 1891.—In exercise of the powers conferred by section 28 of the Indian Boilers Act, 1923 (V of 1923), the Central Boilers Board hereby directs that the following amendment shall be made in the Indian Boiler Regulations, 1950, the same having been previously published as required by sub-section (1) of section 31 of the said Act, namely:—

For regulation 4 of the said Regulations the following regulation shall be substituted, namely:—

“Standard Requirements

“(a) **Material.**—All plates, rivets and bars used in the construction of boilers shall be tested and found to conform with the Regulations hereinafter contained.

(b) **Construction.**—All boilers during construction shall be under the supervision of an Inspecting Officer.

(c) **Certificates etc. under section 14(1) (c) of the Act.**—In advance of or along with an application for registration of a boiler the following certificates and drawings or specifications shall be furnished to the Chief Inspector, namely:—

(i) **A certificate in form II.**—From an Inspecting Authority certifying that the material was tested and the boiler was built under their supervision. Together with such certificate the Inspecting Authority may furnish a Memorandum of Inspection Book in Form I prepared in the manner prescribed by Regulation 386 in respect of the Inspection

of the boiler during construction and the hydraulic test applied on completion.

- (ii) A certificate in form III of manufacture and test signed by the maker or by a responsible representative of the maker of the boiler containing a description of the boiler, its principal dimensions, particulars of the kind of material used in its construction, the thickness of all plates, the diameter of and method of forming the rivet holes in the shell plates, particulars of any departure from ordinary practice in making the shell such as solid rolling or welding, the hydraulic test to which the boiler was subjected, the intended working pressure, the area of heating surface, the maximum continuous evaporative capacity, the year and place of make, and the works number of the boiler.
- (iii) A drawing or print to a scale, in the case of large boilers of not less than $\frac{1}{2}$ inch to the foot and, in the case of small boilers of not less than $1\frac{1}{2}$ inches to the foot, showing the principal dimensions and a longitudinal section and end view of the boiler, and bearing the works number of the boiler and the maker's office stamp. The drawing shall show details of riveting of longitudinal and circumferential seams with pitch of rivets, cross spacing of rivet rows and diameters of rivet holes; the radio of curvature of dished end plates fillets of flanges and corners of bent plates, and where gusset stays are fitted the number and diameter of rivet holes in each gusset stay.

In the case of water tube boilers, the fore-going scales shall apply to the main boiler drums only, but in addition a general arrangement drawing of the boiler to a scale of not less than $\frac{1}{4}$ inch to the foot shall be provided.

- (iv) A certificate in form IV from the steel maker and a certificate from the maker of the plates, rivets or bars, of the nature referred to in Regulation 26 and 27 respectively. The certificate from the maker of the plates, rivets or bars, shall show the charge numbers, the plate or bar numbers and the number and dimensions of the various plates etc. tested their chemical analysis, their ultimate tensile breaking strength in tons per square inch of section, the percentage of elongation and the length on which measured, the number kind and result of bend or other tests made and the date of tests.

Provided that where an Inspecting Authority furnished a certificate in Form II together with a Memorandum of Inspection Book in Form I in accordance with sub-regulation (c) (i) the certificates prescribed, under clauses (ii) and (iv) need not be furnished to the Chief Inspector when application is made for registration of the boiler. But should any question arise in respect of the fitness of the boilers for the working pressure approved by the Inspecting Authority within a period of three years from the date of their registration, the owner shall if requested by the Chief Inspector obtain and furnish the original documents specified in the said clauses.

In the case of steel made and tested by well-known makers in India or other countries, the certificate of the makers in Form IV as prescribed in Regulation 26 may be accepted in lieu of a certificate from an Inspecting Authority in so far as it relates to testing of steel as specified in Form II.

The Central Boilers Board shall decide whether, for the purposes of this Regulation, the maker is well-known or not*.

- (v) In the case of fusion welded and seamless forged drums a certificate from the manufacturer furnishing the results of tests specified in Chapter V in regard to chemical analysis and tensile, bend, izod impact tests.

In the case of fusion welded drums the diagram of welded repairs and temperature charts of heat-treatment shall also be furnished.

*NOTE.—For the list of well-known steel makers recognised by the Central Boilers Board see Appendix G.

(d) *Maker's Stamp*.—The boiler shall have stamped upon its front plate in a conspicuous position the following particulars:—

MAKER'S NAME

Work's Number..... Year of make.....
Tested to..... Lbs..... On.....
W.P. Lbs.

Inspecting Officer's or
Inspecting Authority's Official stamp.

NOTE.—Consequential changes will be made in Forms II, III and IV as per details given below:—

- (i) in Form II substitute: Regulation 4 (c) (i) for Regulation 4(c).
 - (ii) In Form III substitute: Regulation 4(c) (ii) for Regulation 4(c) (d).
 - (iii) Form IV shall be replaced with the Form IV enclosed herewith.

FORM IV

Steel maker's certificate of manufacture and results of Tests.

Regulation 4(c) (iv)

Designation of Rolling Mill—

We hereby certify that the material described below has been made . . . by the electric/open hearth, acid/basic process and rolled by us and has been satisfactorily tested in the presence of your Inspecting Officer, or Test House Manager, in accordance with the Standard tests.

Date of tests

19

Signature or Initials:

Ordered by-

Test House Manager

Date

Order Number

Boiler Number

RESULTS OF TESTS

Charge Number	Brand and Number	Part of Boil- er	Size of plate and bar			No. of break- ing pie- ces,	Tensile strength in tons per sq. inch.	Elonga- tion in per cent.	Bend tests	Remarks
			Length Ft.	Breadth In.	Thickness, or diam- eter in 32- nds inch.					

Chemical analysis

(e) Certificate for steam pipes.—A certificate of manufacture and test signed by the maker or a responsible representative of the maker of the steam pipes containing particulars and results of tests of materials used in the manufacture and the make and the hydraulic test of all steam pipes supplied."

[No. M/BL-304(65)/51-1]

A. K. SEN, Secy.
Central Boilers Board

New Delhi the 6th November 1952

S.R.O. 1892.—The following draft of certain amendment in the Explosives Rules, 1940, which it is proposed to make in exercise of the powers conferred by section 5 of the Indian Explosives Act, 1884 (IV of 1884), is published as required by section 18 of the said Act for the information of all persons likely to be affected

thereby and notice is hereby given that the said draft will be taken into consideration on or after the 15th December, 1952.

Any objection or suggestion, which may be received from any person in respect of the said draft before the date specified will be considered by the Central Government.

Draft Amendment

Rule 109 of the said Rules shall be omitted.

[No. M-103(6)/52.]

B. S. KALKAT, Under Secy.

New Delhi, the 8th November, 1952

S.R.O. 1893.—In pursuance of clause (b) of section 2 of the Requisitioning and Acquisition of Immovable Property Act, 1952 (XXX of 1952), the Central Government hereby authorises the District Magistrate, Ajmer and the Additional District Magistrate Ajmer to perform the functions of a competent authority under the said Act for the whole of the State of Ajmer.

[No. 8961-WII/52.]

N. P. DUBE, Dy. Secy.

MINISTRY OF LABOUR

New Delhi, the 5th November 1952

S.R.O. 1894.—In pursuance of section 7 of the Industrial Disputes Act, 1947 (XIV of 1947), the Central Government hereby publishes the following awards of the All India Industrial Tribunal (Bank Disputes) in the matter of victimisation, etc., of workmen in banking companies.

AWARDS

BEFORE THE ALL INDIA INDUSTRIAL TRIBUNAL (BANK DISPUTES) BOMBAY.
SERIAL NO. 32. IN REFERENCE NO. 2/1952. (S.R.O. No. 42 DATED 8TH JANUARY 1952).

Shri Birendra Kumar Biswas

Versus

The Bengal Central Bank Ltd

This is one of the disputes referred to us for adjudication under the Government of India, Ministry of Labour Notification S.R.O. No. 42 dated 8th January 1952. It appears there as Serial No. 32 and the nature of the dispute as set out therein is as follows:

"Discharge from service".

Notice was issued to the workman by registered post on 22nd February 1952 calling upon him to file a statement of his case on or before 10th March 1952. The notice was returned to us undelivered. The office was, therefore, directed to write to the United Bank of India Ltd., since formed by the amalgamation of this Bank and three others, in order to get correct particulars of the workman's address. The United Bank of India Ltd., while furnishing the address of the workman, replies as follows:—

"Your letter No. 2648 dated the 10th May 1952. According to information available to us the present address of Shri Biswas is as follows:

C/o Shri A. K. Biswas,
106 Shambhu Halder Street,
P.O. Salkia, Howrah.

We are not aware as to whether the alleged dispute of the above individual is still outstanding".

A second notice was issued to the workman by registered post on 10th June 1952 calling upon him to file a statement of his case on or before 26th June 1952. The same was served on him on 14th June 1952. He has not filed any statement so far. The United Bank of India Ltd. also has written to us as follows:

"With reference to the copy of your fresh notice dated 10th June 1952, issued upon Shri Birendra Kumar Biswas (Serial No. 32), we have

to inform you that we have not received any statement from the said ex-workman by the 26th June 1952 as stipulated in your notice.

It is, therefore, to be taken that the said ex-workman has no dispute to be adjudicated by the Tribunal".

In these circumstances there appears to be no dispute to be decided upon. We, therefore, pass an award that no orders are necessary.

(Sd.) S. PANCHAPAGESA SAstry, Chairman.

(Sd.) M. L. TANNAN, Member.

(Sd.) V. L. D'SOUZA, Member.

BOMBAY;

17th October, 1952.

BEFORE THE ALL INDIA INDUSTRIAL TRIBUNAL (BANK DISPUTES) BOMBAY.
SERIAL No. 340. IN REFERENCE No. 2/1952. (S.R.O. No. 42 DATED 8TH JANUARY 1952)

Shri Kalyan Singh

Versus

The Imperial Bank of India.

This is one of the disputes referred to us for adjudication under the Government of India, Ministry of Labour Notification S.R.O. No. 42 dated 8th January 1952. It appears there as Serial No. 138 and the nature of the dispute as set out therein is as follows:

"Victimisation".

The Bank was requested to furnish the office of the Tribunal with the addresses of its workmen in the Bengal Circle whose names appear in S.R.O. No. 42 and the Bank replied with reference to this workman that he was "reported to have since died". The Bank did not, therefore, send his address. The Imperial Bank of India Indian Staff Association was asked to confirm the report of the Bank. The Association which promised to advise us after enquiry has not so far written to us. To a further letter written to the Bank on 5th September 1952, the Bank replied as follows:—

"With reference to your letter No. 3447 dated the 5th September, Kalyan Singh's services in the Bank were dispensed with in February 1949 and we understand that he died sometime in December 1951. We regret we are unable to furnish you with the exact date of his death".

In these circumstances, no steps could be taken to send any notice to the workman. If we are to act on the report of the Bank it would follow that the dispute itself did not exist on the date of the reference. We have no reason to think that the Bank would have made the report without proper enquiry. We, therefore, accept the report and pass an award that no orders are necessary.

(Sd.) S. PANCHAPAGESA SAstry, Chairman.

(Sd.) M. L. TANNAN, Member.

(Sd.) V. L. D'SOUZA, Member.

BOMBAY;

17th October, 1952.

BEFORE THE ALL INDIA INDUSTRIAL TRIBUNAL (BANK DISPUTES) BOMBAY.
SERIAL No. 138. IN REFERENCE No. 2/1952. (S.R.O. No. 42 DATED 8TH JANUARY 1952)

Shri P. N. Srivastava

Versus

Hindustan Commercial Bank Ltd.

This is one of the disputes referred to us for adjudication under the Government of India, Ministry of Labour Notification S.R.O. No. 42 dated 8th January 1952. It appears there as Serial No. 340 and the nature of the dispute as set out therein is as follows:

"Termination of service".

As the Bank did not furnish us with the address of the workman, notice was issued by registered post to the workman on 9th May 1952, "C/o The General

Secretary, U.P. Bank Employees' Union, 22/74 Philkhana, Kanpur". The union accepted the service on behalf of the workman on 14th May 1952 but did not file any statement. The time for the submission of the same expired on 23rd May 1952.

The case was directed to be posted on 19th September 1952 when Shri A. C. Kaker, General Secretary of the U.P. Bank Employees' Union, applied for an adjournment till 26th September 1952. The adjournment was granted. When the case was again called for hearing on 27th September 1952, Shri A. C. Kaker had nothing to say. Shri Desai, for the Bank, submitted that the Bank sent a registered letter to the workman on 1st February 1951, offering him a post of a clerk in the Amritsar branch of the Bank but that the workman did not respond. Mr. Desai was asked to file a copy of that letter and the same is now before us. The letter shows that the Bank offered to reinstate the workman according to the directions given in this matter by the Sen Tribunal. In these circumstances there does not seem to be any dispute to be decided. We pass an award that no orders are necessary.

(Sd) S. PANCHAPAGESA SAstry, Chairman.

(Sd.) M. L. TANNAN, Member.

(Sd.) V. L. D'SOUZA, Member.

Bombay;
17th October, 1952.

[No. LR-100(30)]

New Delhi, the 8th November 1952

S.R.O. 1895.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (XIV of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Calcutta, in the industrial dispute between Messrs. British India Steam Navigation Company Limited represented by their Managing Agents, Messrs. Mackinnon Mackenzie and Company Limited, Calcutta, and the B.I.S.N. Co.'s Cargo Employees' Union.

AWARD

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

20/1, Gurusaday Road, Ballygunge, Calcutta—19

BEFORE SHRI K. S. CAMPBELL-PURI, B.A., LLB., CHAIRMAN

REFERENCE No. 9 of 1951

Messrs. British India Steam Navigation Co., Ltd., Represented by their Managing Agents, Messrs. Mackinnon Mackenzie and Co., Ltd., Calcutta.

And

The B.I.S.N. Co's Cargo Employees Union

APPEARANCES:

Shri S. K. Basu and Shri P. K. Sanyal, Advocates, instructed by Shri J. C. Dhar, Secretary, B.I.S.N. Co's Cargo Employees Union, Calcutta.

Shri K. B. Bose, Bar-at-Law, instructed by Shri D. Basu Thakur of Messrs. Orr Dignam and Co., Solicitors with Capt. Haughtone and Shri R. P. Mittra, officers of the Company.

By Notification No. LR-3(145), dated 14th September 1951 Government of India in the Ministry of Labour referred this dispute existing between the workmen of Messrs. B.I.S.N. Co. Ltd., represented by their Managing Agents, Messrs. Mackinnon Mackenzie and Co. Ltd., Calcutta and the B.I.S.N. Company's Cargo Employees Union in respect of the matters specified in the Schedule annexed thereto. The schedule reads as follows :

SCHEDULE

1. General increment of Rs. 10 to all employees of the Cargo (Outdoor) Department.
2. Puja Bonus.
3. Framing of rules for deducting monthly bonus.
4. Holidays.
5. Overtime and holiday allowance.

6. Retirement of staff and conditions relating thereto.
7. Retrenchment of staff and conditions relating thereto.
8. Whether retirement of the following staff is justified and if not, what relief or compensation should be paid to them:
 - (a) Shri R. C. Roy, Export Clerk.
 - (b) Shri N. M. Dey, Export Clerk.
 - (c) Shri L. M. Das, Export Clerk.
 - (d) Shri J. N. Bhattacharjee, Import Clerk.
 - (e) Shri B. B. Mukherjee, Assistant Import Clerk.
9. Leave Rules."

The usual notices were issued to the parties to file the statement of claims by the Employees Union and the written statement thereafter by the Employer. On the completion of pleadings the parties were called to a preliminary hearing in July 1952 in order to ascertain the number of witnesses and to chalk out the procedure to be adopted in the course of the hearing. The Cargo Employees Union applied for calling upon the Employers to produce certain records for inspection as well as for summoning some of the witnesses who were in the employment of the Company. This occupied some time and ultimately the case came up for hearing on 26th August 1952 and continued up to the end of August. As the evidence was not completed by that time and other work intervened the next hearing was fixed in the first week of October 1952 and the proceedings concluded on 15th October 1952.

For the proper understanding of the questions involved in the issues, it would be convenient to adumbrate the main facts and these may shortly be stated as follows: The Employer B.I.S.N. is engaged in the business of loading and unloading vessels in the Calcutta port for various importers and exporters and this business is carried on by a department of the Employers known as Cargo Department. The Department is again divided into two categories of workers viz. (1) Indoor staff and (2) Outdoor staff. The work done by the outdoor staff is concerned with the actual operation of loading and unloading the vessels while the indoor staff maintains the records and deals with bills, vouchers, ledgers and other allied office work. This Reference is with respect to a dispute between the Employers and the Outdoor staff only. The grievance of the Outdoor staff in general is that their work is of very arduous and responsible nature and requires special experience and technical skill. Furthermore this operational work of the outdoor staff being productive is the main spring of the Employers business but its staff is being neglected discriminately and wronged since long, while the indoor staff is being pampered by all sorts of benefits and increase in their emoluments. The immediate cause for the discontent of the outdoor staff was that the Employer had granted a general increase of Rs. 10 per month to the indoor staff of the Cargo Department with effect from 1st April 1949 in pursuance of the direction given in the Mercantile Tribunal award and excluded the outdoor staff from the said benefit. The Union approached the Employers in July 1949 and protested against the unfair discrimination but to no avail. The other grievances under which the Outdoor staff were lately smarting were also brought forth which now form the subject matter of the points referred to for adjudication. The demands of the Union put in nutshell are as follows:

- (a) for an award that the Employers should be directed to grant a general increment of Rs. 10 to all the members of the outdoor staff of the Cargo Department;
- (b) for an award of Punjab Bonus to the aforesaid outdoor staff at such rates at which the indoor staff is paid;
- (c) for an award framing the rules for deducting monthly Bonus in terms mentioned in paragraphs 15 and 16 hereof;
- (d) for an award directing the Employers to grant the same number of holidays to the members of the outdoor staff as is allowed to the indoor staff;
- (e) for an award directing the Employers to grant to the outdoor staff overtime pay and holiday allowance at the same rate at which the indoor staff is paid;
- (f) for an award directing the Employers to observe the conditions for retirement as detailed in paragraphs 26 and 27 hereof;
- (g) for an award directing the Employers not to retrench any employee in the present state of affairs and to observe the conditions and rules

detailed in paragraphs 29, 30, 31, 32, 33 and 34 hereof for effecting any retrenchment;

- (h) for an award directing the Employers to reinstate the five employees named in the order of Reference to their former posts and services and to pay them all their pay and allowances by way of compensation;
- (i) for an award directing the Employers to grant the leave as claimed in paragraph 41 hereof;
- (j) for an award directing the Employers to pay to the outdoor staff by way of compensation such sums as may be found due to them if the general increment of Rs. 10 had been given effect to from the 1st April 1949;
- (k) for an award directing the Employers to pay to the outdoor staff by way of compensation such sums as may be found due to them for Puja Bonus for the year 1948 to 1951;
- (l) for such reliefs as may be deemed to be incidental to the above claims.

Of these (j) and (k) relate to questions which are not mentioned in the Schedule and were not pressed in the course of evidence or arguments.

The Employers while repudiating the allegations made by the Union denied substantially the claim of the employees on all points. Their case is that the work done by the members of the Outdoor staff is entirely different from the work done by the members of the Indoor staff of the Cargo Department, and any comparison between the two for the purpose of claiming increase in emoluments or other benefits was misleading. With these promises I do not propose to set out the details of the claim and the reply thereto and the facts pertaining to each point embodied in the schedule shall be considered while dealing with that point along with the evidence adduced for and against on the question involved.

**POINT NO. (1).—General Increment of Rs. 10 to all employees of the Cargo
(Outdoor) Department.**

The case of the Union on this point is that the outdoor staff of the Cargo Department deserves the increment of Rs. 10 also which has been given to the indoor staff under the Mercantile award in consideration of the nature of their work which is also clerical and more arduous as well as hazardous than that of the indoor staff. In other words the claim is based on two grounds (1) that they are entitled to increase of Rs. 10 on the basis of Mercantile award which has been applied by the Employers in the case of indoor staff, (2) that the employees of the outdoor staff deserve this increment by virtue of their duties which are clerical as well as technical and over and above are of hazardous and intensive nature. Regarding part (1) the Employers' stand in refutation of the claim of the outdoor staff is that BISN was not a party to the Mercantile award and had given an increase of Rs. 10 to the indoor staff which is purely clerical staff in order to follow the Bengal Chamber of Commerce to which BISN was affiliated. The position precisely taken up by the Employers is that the Mercantile award concerned the clerical staff only and the outdoor staff was not entitled to the benefit awarded by the said award. With regard to the allegations of the Union pertaining to the duties of the outdoor staff it was denied that the said work of the outdoor staff requires any special experience or technical skill and that it could be carried out by men of ordinary intelligence. It was however admitted in paragraph (4) of the written statement that the outdoor staff carries on clerical work on the jetties and in the dock in connection with the loading and unloading of cargo. It was further alleged that the Employers have been treating the outdoor staff quite fairly and with consideration and had revised their scales of pay and other emoluments in the year 1948 and it was wrong to say that the outdoor staff was being neglected or discriminated in any manner. Their grievances were dubbed as extravagant and not legitimate and it was maintained that the present scales of pay of the outdoor staff in any event compare favourably with the scales of pay of clerks with other similar concerns.

The Union in support of the claim on this issue viz. for general increase of Rs. 10 to all the members of the outdoor staff of the Cargo Department, examined five witnesses besides the documentary evidence brought on the record comprising over wharves stowage plans (Ex-A series), copies of the correspondence exchanged between the Union and the Employers and the appropriate Government with regard to the grievances of the Union (Exts. B, C, D, G and H), and some charts illustrative of the annual increments and re-adjustment of pay (Exts. F & G). The oral evidence deals mainly with the duties performed by the outdoor staff on the spot so far this issue is concerned. The depositions of witnesses Nos. 1, 2, 3 and 4

are of general nature while witness No. 5 Jatish Ch. Bhar who happens to be the Secretary of the BISN's Cargo Employees Union has traversed the whole ground covering all points at issue. The Employer examined a clerk of the Port Commissioner's office for the production of certain documents. On facts Mr. Norman Haufton, Acting Cargo Superintendent was examined and considerable documentary evidence Exhibited 1 to 31 was adduced.

Shri S. K. Basu arguing on behalf of the Union contended that Bengal Chamber of Commerce was admittedly a party to the Mercantile award wherein the question of increase of salary was considered and it was held that the present proportion of clerks in the higher grades was not to be curtailed and a flat increment of Rs. 10 a month will be given to all clerks. It was urged that the outdoor staff also does clerical work and in all fairness this increase should have been given to the outdoor staff also. In support of the contention that the outdoor staff does clerical work reliance was placed on Ext. A series which are 'Wharf Stowage plans' and it was submitted that those who prepare these plans obviously deal with clerical work of higher and more technical nature and cannot be put in the category of those doing manual work of loading and unloading. The argument was stressed that the plans outlined in printed forms are filled in under various heads which are peculiar to shipping work and the entries are to be made with scale which naturally requires skill, education as well as intelligence. It was next argued that documentation work is also to be made by the outdoor staff which is definitely of clerical nature and for which the outdoor staff remains occupied for hours together, when the ship leaves the jetty. It was maintained that the work of the outdoor staff is so to say the life line of the Company and indoor section is only an appendage of the outdoor section, for maintaining the records and preparing ledgers of tonnage and as such the outdoor staff has an important role to play in the economy of the BISN Company. It was urged that the reasons assigned by Mr. Haufton in his statement for not allowing this increase to the outdoor staff are untenable because the type of work of the two sections may be different yet both are engaged in clerical work. Refuting the reasons given by Mr. Haufton Shri S. K. Basu contended that it was wrong to say that the award related to indoor clerical staff only or that the outdoor staff was not entitled to the general increase under the award because their scales had been revised in the year 1948, a year earlier when this award was made. It was pointed out that when a reduction was made in the Dearness Allowance, the cut was made in Dearness Allowance both of the outdoor and the indoor staff but curiously enough when an increase has been allowed under the award that has been applied only to the indoor staff and the outdoor staff has been excluded from that benefit. Shri Basu maintained that as evidenced from the sworn testimony of Workmen's witnesses and the documentary evidence, the work of the outdoor staff is not only more arduous but is also hazardous and in view of the observations made by the adjudicator in the Mercantile award the outdoor staff is pre-eminently entitled to the general increase in terms of the Mercantile award. Reliance was placed on the remarks made by the learned adjudicator at page 5 which is reproduced as under:

"We do think that on account of less security of service, greater efficiency required and less chances of the mediocre to rise to the top, the scale of pay in the mercantile firms should be more favourable than in Government offices. Therefore a little more favourable terms are justified. Under this scheme the clerks will get Rs. 70 as basic pay and at present Rs. 56 as dearness allowance totalling Rs. 126. This he will get when possibly he will have his wife only and may at best have a child.

A healthy scheme of pay includes all such items as accommodation, children's education, medical aid to the members of the families etc. These as separate items are refused as we have made no exclusion of them in fixing the minimum basic pay.

We fix the initial salary of the clerks at Rs. 70. This means an increase of Rs. 10 over the present pay."

It was concluded that in the light of the observations quoted above the lot of the outdoor staff warrants more attention and regard at the hands of the Employers but the outdoor staff has been discriminated and wronged on the plea that their work is of different nature from that of the indoor staff. Finally, it was urged that the indoor staff has got no Labour Union while the outdoor staff is organised under a Cargo Employees Union and it appears that the Employer wants to pamper the indoor staff and neglects the outdoor staff in order to foster rivalry. Shri Basu in support of the alternate plea of arduous work, produced a chart (which was not exhibited in evidence). This gives the average of working hours compared between the indoor and outdoor staff of the Cargo Department. The average of working

hours in a month of the indoor staff is 103 hours while in the case of outdoor staff it is 136.8 hours.

Shri K. B. Bose, the learned Counsel for the Employers, in reply submitted that the claim of the Union as disclosed from the statement of claim was only based on the plea of Mercantile award and the evidence adduced relating to the nature of work and the so called onerous and arduous duties of the outdoor staff are beside the point. Reference was made to the statement of Shri J. C. Dhar (WW-5) at page 11 wherein he has stated that they are claiming the increase of Rs. 10 for outdoor staff as the indoor staff has got it. It was urged that the allegations to that effect were also incorrect and were not admitted by the Employers because the work of the outdoor staff is of different nature and has no party with the indoor staff. It was next argued that the two are separate entities and increment in the case of one *ipso facto* does not warrant an increment in the case of other. With regard to the applicability of the Mercantile award Shri Bose maintained that all the Companies which were party to that award had no outdoor staff and the work of loading and unloading was done by casual labour and it was the case of clerical staff only that was agitated before the Tribunal. It was stressed that the outdoor staff more or less deals with the work of loading and unloading and if they have to do some clerical work at the jetty for the purpose of documentation it does not bring them in the category of indoor staff which purely deals with office work and the amenities enjoyed by both also stand on different footing in the matter of leave, grades, bonus etc. On the first ground the argument of Shri Bose mainly was that although BISN was not a party to the award yet they followed the direction of Bengal Chamber of Commerce and allowed increment to the indoor staff while the outdoor staff's was considered in 1948 as evidenced from Ext. 1 as well as from Ext. F relied upon by the Union side. Ext. 1 is the Charter of Demand and Ext. F is a reply by the Managing Agents of BISN whereby increase was made in the scales of pay and re-adjustment followed with a direction to be implemented from the 1st of March 1948. Shri Bose on the strength of these two documents maintained that increase in the salary and other emoluments of the outdoor staff were made in 1948 and the same was accepted and as such no case was made out on the basis of second plea viz. that their work is arduous, hazardous and intensive or that the outdoor staff was being neglected on account of their trade union activities. Shri Bose also referred to the various charts and lists as well as to the affidavit of Captain Maskell, the erstwhile Cargo Superintendent in support of his arguments. The affidavit of Captain Maskell was placed on record subject to the objection of Union side, if any. But Shri S. K. Basu, the learned Counsel for the Union, did not raise any objection and rather availed of that affidavit in support of his contentions in the course of arguments. This documentary evidence relied upon by the Employers shall be considered in the course of discussion presently.

Now the assessment of the whole evidence reveals that BISN was not a party to the Mercantile Tribunal award and the general increase of Rs. 10 to the indoor staff was made in pursuance of the general policy of BISN to follow the Bengal Chamber of Commerce in all such matters because the Company affiliated with the said Chamber. The question posed for discussion is whether the general increase of Rs. 10 was to be applied both to the indoor and outdoor staff or it was at the discretion of the Employers to apply the same to indoor staff only. This question has again two aspects: (1) whether by the use of the words 'clerks' in the Mercantile award as quoted above the staff of the outdoor section was also covered; (2) whether it lay in the discretion of the Company to deny the benefit of general increase to the outdoor staff when such increase was made in the case of indoor staff following the Bengal Chamber of Commerce notwithstanding of its admission that outdoor staff does clerical work.

The outdoor staff as evidenced from the documents relied upon the Employers themselves comprises of Tally Clerks, Shed clerks, Manifest Clerks, Survey Clerks, Import Delivery Clerks, Assistant Import Clerks, Assistant Export Clerks, Import Clerks, Export Clerks, Inspectors, Plan makers, Gunners and Incharge Gunners Vide Schedule B attached with the affidavit of Capt. Maskell, formerly Cargo Superintendent, and Ex. 1 filed on the side of the Employers. The indoor staff similarly as evidenced from Ex. 19 consists of Head Clerk, Cashier, Posting Clerk, Record Keeper, Stevedoring Bill Clerk, Pay Clerk, Stenographer, etc. Now, the nomenclature of the two staffs mostly ends with the word 'clerks'. The work itself done by the outdoor staff as admitted by the Employers in their written statement para. (4) is undoubtedly clerical although it relates to a different type of clerical work. If the indoor staff deals with ledgers, bills, vouchers, the outdoor staff deals with import, export entry, delivery as well as plan making, survey etc. which requires technical skill as well as clerical efficiency. The difference sought to be noticed on the side of the Employers in the course of arguments may be only in the nature of clerical work but it would be preposterous to say that the outdoor staff

does manual work of loading and unloading only and has nothing to do with the clerical work. It is again a different matter that in other Companies there may not be outdoor staff working on monthly basis as it exists in BISN Company but this distinction is of no consequence when the clerical staff is to be considered under the terms of the award. As observed above BISN Company was not a party to the award and taking the legalistic view it may not have been binding upon them to apply the terms of the award if they so wished. But, in view of the fact that this Company follows the course adopted by the Bengal Chamber of Commerce in all matters, they thought of applying the direction given in the award in their case also and the question for determination is whether they were justified in ignoring one part of their establishment which is as much clerical as the other. The only argument which suggests to me and which was not urged by the Employers could be that it lay in their discretion to award this special increment to one part of the Cargo Department and deny to the other. But dealing under labour legislation which is enacted for the promotion of harmony and good relations the exercise of the discretion must also be judicious and when it is capricious or arbitrary it would amount to perverse finding as laid down in the principles enunciated in these matters by their lordships of the Labour Appellate Tribunal. No good cogent reason for this special treatment to the indoor staff was moreover given although Capt. Haufton was asked a particular question to produce the copy of order which was passed at the time of allowing this increment to the indoor staff only or to cite reasons for this discrimination. This objection was raised by the Union in their correspondence with the Employers as early as in September 1949. A letter dated 22nd July 1949 sent by the Assistant Secretary, Cargo Employees Union, to the Managing Agents of BISN and another letter dated 5th August 1949 addressed to the Employers by the Secretary of the Union (attached with Capt. Maskell's affidavit) in this respect are significant and the relevant extract may well be reproduced for facility of reference:

Extract from letter No. SP/158, dated 5-8-1949:

"As the aforesaid increment is understood and considered to have been provided for in conformity with the recent award of the Industrial Tribunal, I would request you to let me know the reason which led the Company to make an exception in this matter in the case of the outdoor staff.

(Sd.)

Secretary."

The reply to the above quoted letter is dated 27th July 1949 and reads as follows:

"Genl.

27th July 1949.

The Asst. Secretary,

B.I.S.N. Co's Cargo Employees' Union,

1 School Row, Calcutta 25.

Dear Sir,

We have to acknowledge your letter of the 22nd instant and in reply would advise that we have granted the indoor clerical staff of the Cargo Department the special increment of Rs. 10 per month, operative from the 1st April, 1949. We have also granted the subordinate staff an increment of Rs. 7 in their basic salaries with a corresponding reduction in the Dearness Allowance.

The foregoing adjustments do not apply to the outdoor staff of the Cargo Department.

Yours faithfully,

(Sd.)

Managing Agents."

This reply is self-explanatory and is conspicuously silent on the reasons for not allowing this increase in the case of outdoor staff. The main reason now advanced in the course of arguments *viz.* that the two sections are two separate entities and have always been dealt with separately in the matter of emoluments and scales of pay has no substance as well. The crucial point at issue is whether the outdoor section can be treated as a clerical staff or their work is of manual nature. As said above their work is definitely of clerical nature and it has been admitted by the Company in the written statement that the outdoor staff does clerical work at the jetty and at the time of shipment. The distinction obviously is superficial so far the clerical work is concerned. Furthermore, the employers had no cogent reply to the argument advanced by the Union side that at the time of reduction in

Dearness Allowance at the direction of the Bengal Chamber of Commerce the reduction was made in the case of both indoor and outdoor sections of Cargo Department. But now at the time of general increase the benefit has been denied to outdoor section unjustifiably.

With regard to the emoluments it may be correct that the two sections are dealt with separately but it is admitted that the scales of pay in the case of indoor staff were also revised in 1947 while the outdoor staff was dealt with in 1948. On the study of the various charts and returns filed by both sides wherein these emoluments have been detailed I see that the scales of pay are quite fair as compared with the general conditions of service in commercial concerns; but the question of questions is that in 1949 the position of employees of a large number of companies was considered under the Mercantile award and a general increase of Rs. 10 was allowed to the clerical staff. BISN Company followed the Bengal Chamber of Commerce in applying this direction given in the award but drew a line between the two sections. This line may well play a wedge between the two which is too thin and must be removed in the interest of harmony and good relations as well as in furtherance of the principles of social justice. In the result Point No. (1) is decided in favour of the Union and my finding is that the outdoor staff is also entitled to this general increase of Rs. 10 under the Mercantile award given in the case of Bengal Chamber of Commerce which has been followed by the BISN Company. The outdoor staff, however, will be entitled to this increase with effect from the date when the award becomes operative; because in view of the wording used in Point No. (1) I would not like to travel beyond the issue under which it is to be determined only, whether the outdoor staff is also entitled to the general increase of Rs. 10. The Union also in their statement of claim did not specifically ask for the increase to take effect retrospectively, and contended to say that the Employers unjustly and unfairly excluded the outdoor staff of the Cargo Department from the benefit under the Mercantile award.

Point No. (2): Puja Bonus.—The grievance of the Outdoor staff in this respect is that although the indoor staff is being paid one month's salary as Puja bonus year after year as a condition of service irrespective of the position of their earning, the outdoor staff is denied the said benefit. It was alleged *inter alia* that repeated representations had been made to the Employers in this connection to do away with the discrimination but all requests have gone in vain. The demand of the Union is for an award of Puja bonus to the outdoor staff of Cargo Department at such rates at which the Indoor staff is being paid. The Employers in reply submitted that the members of the outdoor staff have never received Puja bonus because they are paid a monthly bonus dependent on good attendance, efficiency and satisfactory work. It was also alleged that this system had been in practice for many years past. In support of the demand it was argued on behalf of the Union that the Union approached the Employers as early as in November 1947 for the redress of their grievance in connection with the non-payment of Puja bonus to the outdoor staff. Reliance was placed on the correspondence exchanged between the Union and the Employers (Ext. K series). Reference was also made to the observations made by the adjudicator in the matter of industrial dispute between Bengal Chamber of Commerce and their Employees, Ex. L which is quoted as below.

"Durga Puja is a national festival in Bengal and it is customary to make presents to near and dear ones and to relatives at that time. It is difficult to make savings out of the monthly income of the poorly paid clerks for these purposes. It has become traditional and customary in Bengal for Employers to make a monetary grant at the time of Puja. Bengal Chamber of Commerce has not been slow to appreciate this and has been granting Puja bonus equivalent to one month's current pay. Mr. Chowdhury on behalf of the Bengal Chamber of Commerce assured us that there was no intention to discontinue it. In view of this assurance we leave this matter outside the adjudication."

Now on the perusal of the correspondence Ext. K—series I find that the Union has been clamouring for this benefit and on occasions was insistent in their demand and the matter came up also for discussion before the Conciliation Officer but no amicable settlement was made possible, and the issue was referred to the Tribunal for adjudication. The reply of BISN Ext. K-12 concluded this correspondence. Puja bonus in Bengal as observed by Shri Das Gupta and others in their award referred to above has also become traditional and the employees have become much too conscious on this particular demand. And in these circumstances I have every sympathy with the demand but the difficulty lies in the two different systems prevailing with regard to bonus in the Cargo Department. Puja bonus is being paid

to the indoor staff while the outdoor staff is recipient of another type of bonus which is called 'monthly cut bonus'. The correspondence over this demand as evidenced from Ext. K commenced in November 1947 and in 1948 when the question of the revision of pay scale was taken up and the question of bonus was held over with the following note as borne out from Ext. F:

"Works Committee, dismissals, overtime and holiday allowances, pensions and bonuses in this connection we note that your Union proposes to seek and be guided by Government's advice in the matter."

The Union's stand for yearly Pujah bonus is based more or less on its customary and traditional nature and they treat the monthly cut bonus as an efficiency bonus or production bonus. It was stressed that the Indoor staff has nothing to do with the actual shipping business and consequently the monthly cut bonus has its peculiar significance with the outdoor staff. The Pujah bonus on the other hand is common to all employees and is paid by the employers in almost all concerns—commercial or industrial—to enable them to perform their rituals at the time of Pujah. On the other hand the Employers are also emphatic in controverting the argument and maintain that the two sections of Cargo Department have separate conditions of service and there is no instance where two types of bonus are allowed to any one section. It was urged that they can claim only the type of bonus either Pujah bonus or monthly cut bonus and furthermore the Employers are not in a financial position to allow Pujah bonus to the outdoor staff whose number is large. A bundle of documents relating to accounts was placed on the record to treat it as confidential. This aspect of the question however was not the subject of proper evidence although the Counsel of the other side was allowed to go into those accounts. On the perusal of this mass of documentary evidence which comprise over Calcutta Stevedoring Account from April 1949 to September 1949 and a half yearly account of 1950 and the Balances of accounts from October 1951 to March 1952 in one chart and the balance of account from May 1951 to September 1951 in another chart and similarly balance of account from April 1950 to September 1950. While appreciating the labour spent on the preparation of the copies of these account balances and without doubting the genuineness or veracity of this documentary evidence I must say that these documents were only tendered at the close of the evidence with an application to treat them as confidential. The question of financial stringency was neither specifically raised in the written statement nor it was discussed in proper form in order to enable the Tribunal to go into the financial position of the Company. In point of fact this aspect of the case was made a part of argument at the fag end and was not at all urged in paragraph 7 of written statement which is reproduced for facility of reference and its particular significance:

"7. It is admitted that the members of the indoor staff of the Cargo Department have received Puja Bonus. The members of the outdoor staff have never received Puja Bonus; such clerks however are paid a monthly bonus dependent on good attendance, efficiency and satisfactory work. This bonus has to be earned in terms of the scheme therefor. This system has been in practice for many years past and is satisfactory. Save as aforesaid the allegations in paragraphs 8 to 12 are denied."

I am therefore unable to give any finding on the finances of the Company on this one-sided and partial data.

The other relevant aspect of the question which falls for consideration is as to whether the outdoor staff can be allowed Pujah Bonus over and above the monthly cut bonus. It is in evidence that in all other stevedoring concerns the work of loading and unloading is done by casual labour but in the case of this Company the outdoor staff is monthly paid and not daily rated. It is a privilege which is being enjoyed by the outdoor staff. It appears that this monthly cut bonus has been introduced in the outdoor staff in order to give an impetus to their work and compensate them by way of Bonus.

This system of bonus has been going on for a pretty long time and on the study of the charts filed by the Company and produced in evidence I find that the amount of bonus paid to the outdoor staff is larger than the amount receivable at the rate of one or one and a half month's salary every year as Pujah Bonus. I am therefore of the opinion that the monthly bonus already enjoyed by the outdoor staff amply compensates them for the Pujah bonus which is given to the indoor department. The two types have been in force since long and there is no adequate reason that why the outdoor staff should have two types of bonus when they claim that

their work is also clerical like the indoor staff. The demand for Puja bonus over and above rather becomes contradictory in the demand No. 1 i.e. general increase of Rs. 10 on the line of similarity of work of the two sections. The argument advanced on their behalf to the effect that monthly cut bonus was a special bonus as efficiency bonus has also no force inasmuch as the work of the outdoor staff has no concern with the actual production, on the lines of industrial concerns. BISN is not a manufacturing concern and it is pre-eminently a commercial concern. Part of their business as said in the beginning is of loading and unloading and the question of production does not arise. To call monthly cut bonus as production or efficiency bonus would be a misnomer and I hold accordingly. The two sections have alternate type of bonus and the grievance of the outdoor staff in this respect appears to be illusive. It is a different matter if they feel dissatisfied with the monthly cut bonus their case may well have been considered for Puja bonus but it is futile to press the demand for Puja bonus over and above the monthly cut bonus merely that it has become traditional to receive something from the Employers at the time of Puja festival. The outdoor staff gets surplus amount every month and the argument is devoid of any merit. The issue is decided against the Union.

Point No. (3): Framing of rules for deducting monthly bonus.—The grievance of the Cargo Employees Union is that this type of bonus is subject to regular attendance and good work and these terms have been interpreted to the detriment of the employees and that some rules be framed in this respect. The demand put in the statement of claim reads as follows:

"The Union submits that on a fair interpretation an employee's absence on authorized leave should not be deemed to have affected the conditions of regular attendance and that an employee should be deemed to have done good work provided he is not guilty of any wilful act causing damage or loss to the Employers."

"The Union further submits that in accordance with the principles laid down in the Payment of Wages Act of 1936 the Employers should not be entitled to deduct in any month any sum out of the said bonus which exceeds half an anna in the rupee of the bonus payable to him for the month and that no deduction shall be permissible until the employee has been given an opportunity of showing cause against such deduction."

The Employers took their stand only on the plea that this system has been in practice for many years past and is satisfactory. Capt. Haufton in his deposition, however, enlightened the Tribunal as to what good work and regular attendance meant with the Employers and this relevant part of his statement is reproduced as under:

"To Tribunal—Good work, regular attendance, obedience to superiors and the conscientious carrying out of instructions and routine work of the company. Deliberate bad attendance, abuse of leave conditions are matters for disciplinary action. What I can say is that cuts can be made on each individual merit. The broad principles should be that one is generally regular in attendance and not punctilious in attendance. Good work over a period should be considered when any lapse occur and the worker given credit for his previous good work."

To Mr. Basu: Wilful negligence and gross offence or irregular attendance, gross abuse of privileges should be the basis of the cut for bonus. When a man goes on a sanctioned leave it could not affect his bonus. Of course when I grant leave I pass the order 'Leave granted full pay, no bonus.' The principle being that bonus is paid for good work, good attendance, etc. If a man is on leave he is not obviously working and not attending and he is not entitled to a bonus. So any question on cut in bonus does not arise. Rs. 15 or Rs. 10 is not a part of total emoluments of an employee but a bonus."

The complaint of the Union as evidenced from the documents filed in this connection mainly is that the cuts made in the bonus in the year 1949 as evidenced from Exts. O and P series was so harsh that the employees suffered lot. Exts. O and P relate to a large number of cases about 200 wherein this cut was made from 1947 to 1949. This type of evidence would only show that the cuts were made frequently and the matter admits of revision. Beyond that I do not see any significance of all this evidence. The Employers on the other hand produced in evidence a list of outdoor staff bonus cut in 1949 Ext. 20, list of outdoor staff bonus cut in

1950 Ext. 21 and the statement showing the monthly bonus deductions for mis-demeandur which furnish counter evidence in rebuttal to Exts. O and P. Exts. 23 gives the total bonus paid and the total bonus deducted from the individual pay. This reveals that in 1947 the total bonus paid to outdoor staff in 1947 amounted to Rs. 41,974/6/- and the total cut was Rs. 289/12/- made in the case of 77 individuals. In 1948 the total bonus paid was Rs. 42,715/7/- and the amount of bonus deduction was Rs. 281/11/- touching 48 individuals. These statistics provide a good data to answer the grievance evidence from Exts. O and P. This aspect of the question accordingly is not material and serves only as a part of evidence or a guide to the framing of rules. Now the Union itself admits that any wilful act resulting in the loss or damage to the Company's property must be visited with a cut in bonus. Capt. Haufton also has in so many words admitted that the definition of good work can be safely drawn on this basis. The controversy therefore centres round 'regular attendance'. In this respect the demand of the Union is that authorised leave should not be treated as absence for the purpose of cut in bonus and it appears to be reasonable. Capt. Haufton of course in his statement has stated that the bonus is for the work done and when no work is done there should be no bonus. I regret that I do not agree with the proposition. The period of leave is something earned on the basis of previous work and cannot be treated as deliberate absence. Absence naturally connotes deliberate avoidance from work. I am therefore of the opinion that when any employee goes on leave which is duly granted it should not be considered absence. The words used in the existing rule are 'regular attendance' which clearly means punctuality and application of mind during the course of work. Keeping in view these broad principles I think the following rules will meet the situation.

- (1) No cut shall be made in the bonus for the period of sanctioned leave;
- (2) No cut shall be effected in the bonus for any act of omission or commission in the discharge of duties without affording an opportunity to the individual concerned for an explanation;
- (3) All acts of deliberate negligence in the discharge of duties and causing damage to the property or loss to the Company shall amount to wilful acts.

I need hardly add that the interpretation to be put on these rules shall be left to the discretion of the Cargo Superintendent, who holds a responsible job in the Company.

Points Nos. (4) and (5): Holidays, overtime and holiday allowance.—The demand of the Union is that the outdoor staff should also be allowed the same number of holidays under the Negotiable Instrument Act under which the indoor staff gets the benefit of holidays. In the course of argument it was further alleged that in case the outdoor staff be not held entitled to the same number of holidays as the nature of their work requires attendance on holidays also at the time of incoming and outgoing ships they should be allowed holiday allowance. Shri S. K. Basu argued at length and urged that the amount of work put forth by the outdoor staff as compared with the indoor staff was more and the number of working hours required for finishing stage of vessels and completion of documentation work after the vessel has left in this respect further add to the labour of outdoor staff. Reference was also made to the allowance enjoyed by the indoor staff as holiday allowance for work and it was contended that the lot of the outdoor staff admits of further improvement. Some evidence was also produced relating to the correspondence made with the Employers in this connection. The Company in rebuttal filed certain charts Ext. 30-series extending over pages 9 to 33 wherein the number of days work in these months and the average of the work done by the outdoor staff is shown. These charts relate to the years 1949, 1950 and 1951. I have no mind to go into these statistical figures because the case of the Company in this connection is adumbrated in the statement of Capt. Haufton as well as in the affidavit of Capt. Maskell in paragraphs 14 and 15:

"14. The *per capita* outturn of loading and unloading of cargo has now decreased and as such the working hours have also decreased. In consequence the workers are less worked than before and the overtime employment is also far less. The Cargo Department maintains labour and labour supervisors (Gunners) for 5 or 6 ships. During the last five years the tonnage handled by the Company has been steadily decreasing and has dwindled down to about 50 per cent. of the total tonnage of 1945. This will be proved by a statement prepared by me from the books of the Company kept in the usual course of business

and which is annexed to the Company's statement as Annexure "B" thereto.

15. The strength of the Outdoor Staff can never be fixed in any proportion to the strength of the Indoor Staff but is entirely dependent on the work to be handled, whilst the Indoor Staff has certain permanent administrative duties to perform which do not vary proportionately with the actual amount of cargo handled. The work of the Indoor Staff instead of decreasing in proportion to the Outdoor Staff has on the contrary been increased considerably during the last five years with such works as payment to labour individually, complying with the rules of the Dock Safety Act, filling in forms of return etc. As I have said before the work of the Outdoor Staff has in the meantime considerably decreased with less tonnage handled. I apprehend that under the present conditions it may become necessary for economies and rationalisation to resort to retrenchment."

This documentary evidence and the depositions of Employers' witnesses make this much clear that the outdoor staff has not to work throughout the month and they remain without work say about 1/3rd of the month. They are however paid monthly and are not daily wagers. The nature of the work admittedly is that they are required anytime when the vessel comes at the jetty for the purpose of loading and unloading and as such it has no parity with the indoor staff. With regard to the holidays they are given six holidays while the clerical staff enjoy holidays under the Negotiable Instrument Act. In a recent case decided by the Labour Appellate Tribunal in the matter of 'Dalmia Cement Company and their workers', it was held that having regard to the continuous work in the factory the existing practice with regard to the grant of festival holidays could not be disturbed. In this case the Industrial Tribunal had allowed 12 holidays instead of 6 and the Labour Appellate Tribunal reversed the decision. Dalmia Cement Company no doubt is a manufacturing Company and is governed under the Factories Act and as such the analogy is not on all fours but in the case of BISN the work of loading and unloading is in this sense continuous because vessels come day and night and the outdoor staff has to attend to the duties. The principle accordingly applies and I do not think that any case has been made out for the grant of the same number of holidays enjoyed by the indoor staff. With regard to the holiday allowance as an alternate demand that too has no merit. The outdoor staff as said above admittedly does not work every day and the vacant days are so to say availed of as holidays. This is correct that they have to attend some time in order to ascertain about their postings and the arrival of vessels but that is a part of their duty and they cannot be said to be on actual work. At any rate ample time is left in the month and the demand for more holidays or allowance has no substance and the same is disallowed.

The next point is of overtime. In this respect there is also a distinction in the matter of payment for overtime work. The indoor staff is paid at a higher rate as evidenced on the record and admitted by the Employers while the outdoor staff is paid at a lesser rate. The position is explained in para. 19 of the statement of claim which is reproduced as under:

19. The outdoor day shift employees get a lump sum of Rs. 2/8/- and the night shift employees get Rs. 3/8/- as holiday allowances for work on each of the four holidays allowed to them and on Sundays. But the Indoor staff get double his day's pay for working on the holidays as available to them as aforesaid as also for working on Sundays. Further in the case of the outdoor staff the above lump sum rate is reduced to half for half day or half night work while the indoor staff get the full allowance for half day work done."

The question of overtime payment is covered by an authority of the Labour Appellate Tribunal, who have held in the case of Bhagalpur Electric Supply Company (Reported in Labour Law Journal—II—1951—page 202) that "there should be no distinction for wages for overtime on Sundays or other days or between clerks inside and outside the factory." The decision is binding upon me and in the light of the dictum laid down by the Labour Appellate Tribunal I hold that the outdoor staff is also entitled to the payment of overtime at the rate which is allowed to the indoor staff, henceforward when the award becomes effective.

Point No. (6): Retirement of staff and conditions relating thereto.—The present position in the matter of retirement of the outdoor staff is that they have to retire on the completion of 30 years service or at the age of 55 whichever is earlier. The

demand of the Union now is that regard being had to the average age of recruitment and the present pay structure no one should be retired before he attains the age of 60 or 40 years of service whichever is earlier. It was also alleged *inter alia* that the retired staff should be paid Dearness Allowance in addition to the amount of pension that becomes payable to them. The latter part was not seriously pressed and furthermore it is not precisely embodied in the issue. Furthermore the amount of Dearness Allowance fluctuates with the cost of living index and is a temporary measure and as such the same cannot be added to the actual salary for the purpose of pension.

The demand was opposed by the Employers side on the plea that the outdoor employees have not been found capable of satisfactory work upto 60 years and that the demand was extravagant. It was submitted that the deserving hands have ample scope to reach the maximum pay of one of the middle grades before retirement after completion of 30 years service. Now the main reason for extending the age limit for retirement advanced on behalf of the Union is that the new recruits in the outdoor staff are generally taken in service at the age of 20 or so with the result that sometimes they do not reach the age of 55 and fail to enjoy the maximum benefit of graded service. Some oral evidence was led on behalf of the Union; but it is not proved on the record that all employees join service at the age of 20. In the circumstances it appears that the ends of justice will be met by making a change in the latter part of the rule *viz.* that the words 'whichever is earlier' be substituted by the words 'whichever is later'. This change it was stated has also been made by Messrs. Mackinnon & Mackenzie Ltd. who are the Managing Agents of BISN. I hold accordingly, and would add that no case has been made for extending the period from 30 years to 40 or the age of superannuation from 55 to 60 as initially urged in the statement of claim. Shri S. K. Basu made a particular reference to the change made by Messrs. Mackinnon Mackenzie Ltd. which clearly means that the original demand was not seriously pressed.

Point No. (7): Retrenchment of staff and conditions relating thereto.—The demand put in nutshell is that in determining the case for retrenchment, if there is a genuine case of necessary economy in the Cargo Department, retrenchment should start with the temporary staff of Indoor section as well as those of the permanent hands recruited from outside and lacking knowledge of outdoor work. Reference was made *inter alia* to the contemplated retrenchment and it was submitted that retrenchment is not at all needed in consideration of the high level of prosperity enjoyed by the Employers during the 10 years of trade boon from 1938 to 1948 against the continued struggles and hardships of the employees arising from the abnormal rise in the cost of living. The point at issue as embodied in the schedule at No. (7) appears to be not happily worded. At any rate the point does not to my mind cover any contemplated retrenchment and as such greater part of the pleadings in this connection is beside the point. The arguments made on the bar on this issue were mostly confined to the method and the guiding principles in the matter of retrenchment. In this connection Shri S. K. Basu on behalf of the Union urged that the rule of 'last come first go' should be applied and of course temporary staff must be retrenched before the permanent staff is touched. Shri Bose, arguing on behalf of the Employers, did not join issue seriously on this issue and added that barring the exceptional cases of efficiency older men are made to retire if and when retrenchment is required and in some cases those who have put in 25 years service are touched for the purpose of retrenchment. This naturally if given effect to would affect the previous issue of retirement whereby no one could retire before having put 30 years service or reached the age of 55 whichever is later. I therefore see no force in the stand taken by Shri Bose. The simple rule in the matter of retrenchment *viz.* the temporary hands should first go and after that the principle of 'last come first go' be applied subject to exceptional cases of efficiency. I hold accordingly.

Point No. (8): Whether retirement of the following staff is justified and if not. What relief or compensation should be paid to them:

- (a) Shri R. C. Roy, Export Clerk.
- (b) Shri N. M. Dey, Export Clerk.
- (c) Shri L. M. Das, Export Clerk.
- (d) Shri J. H. Bhattacharjee, Import Clerk.
- (e) Shri B. B. Mukherjee, Assistant Import Clerk.

Shri S. K. Basu, the learned Counsel for the Union admitted at the very outset that the five persons whose retirement were in question in Point No. (8) have already accepted their pensions and have gone to their respective homes. No one of them was examined in support of their grievance and as such their case before the Tribunal is to be considered merely on the allegations made for and against. Shri Basu arguing on their behalf submitted that they waited long enough for the redress of their grievance but ultimately accepted the pension allowed to them and the circumstances go to show that they had done so under undue influence. On the other hand Shri Bose referred to Exts. 4, 5, 6, 7 and 8, copies of the applications made by the retiring employees in this connection. The subject matter is not the same and identical and it appears that they were made individually and not taken collectively at the instance of the Employers. One of those Ext. 4 is reproduced for facility of reference:

Ext. 4

"To

Messrs. Mackinon Mackenzie & Co.,
16 Strand Road,
Calcutta.

Sir,

With reference to your letter dated 22nd November 1949, I have been retired and granted pension from March 1950. I accept the pension offered by the Company. Kindly allow me to draw my arrear pension as early as possible from the Head Office this time and after the present payment will you please send my pension to the undermentioned address and oblige.

Thanking you in advance.

Dated: 18th December 1950.

170 Joymaddi Mistry Lane, Chetla
Alipore P. O., Calcutta 27

Yours faithfully,

Sd: R. C. Roy,
Export Clerk."

Now in the absence of any evidence of undue influence or coercion on the part of the Employers it is idle to urge that they were made to accept the pension under duress. None of them as stated above has come forward in refutation of their acceptance of pension and in the circumstances I have no hesitation in rejecting the claim of the Union and in coming to the conclusion that the retirement of the persons mentioned in Point No. (8) was proved to be justifiable. The question of compensation does not arise and the issue is decided accordingly.

Point No. (9): Leave Rules.—This point also appears to be not happily worded. The Union in their statement of claim have not asked for the framing of any rules and the main demand is that the year for the purpose of all kinds of leave should be reckoned from January to December and not from the date of employment of any one employee. At present the employees are allowed:

- (a) One month's privilege leave on full pay but without monthly bonus on completion of twelve months work;
- (b) Leave does not accumulate for more than two months;
- (c) Ten days' casual leave with full pay but without monthly bonus during the period of July and next June;
- (d) Twenty days' sick leave with full pay but without monthly bonus during the period of July and next June; and
- (e) a further period of 30 days' sick leave on half pay excluding monthly bonus during the said period of July and next June.

The Union only submits that in practice and procedure the actual grant of aforesaid leave becomes restrictive causing much inconvenience and hardship to themselves and that it was suggested to the Employers to simplify the procedure by reckoning the year from January to December. It was further suggested that the period of privilege leave be granted as part of an employee's 12 month service and be tagged to sick leave at the option of the employee. This suggestion it was submitted was made to the employer but they refused. On the other hand the Employers repudiated the demand and submitted that the practice and procedure followed by the Company does not cause any hardship and in calculating the leave year from July to June causes no inconvenience. That the Company has been reckoning the year from July to June for the last many years and any alteration

would create unnecessary trouble. It was maintained that the leave facilities are most generous and compare favourably with the leave rules of other concerns.

On the appreciation of the arguments for and against I see no good reason or adequate ground for any alteration in the matter of practice and procedure which appears to me a management function. The demand does not go further and the existing leave rules appear to be quite satisfactory. I hold accordingly.

NOW, THEREFORE, THIS TRIBUNAL MAKES ITS AWARD IN TERMS AFORESAID THIS THE 24TH DAY OF OCTOBER 1952.

(Sd.) K. S. CAMPBELL-PURI, Chairman.
Central Government Industrial Tribunal, Calcutta.

[No. LR-3(145).]

New Delhi, the 11th November 1952

S.R.O. 1396.—in pursuance of section 17 of the Industrial Disputes Act, 1947 (XIV of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Calcutta, in the dispute between the Punjab National Bank, Limited and its workmen.

AWARD

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

20/1, Gurusaday Road, Ballygunge, Calcutta-19

BEFORE SHRI K. S. CAMPBELL-PURI, B.A., LL.B., CHAIRMAN

REFERENCE NO. 6 OF 1952.

The Punjab National Bank Ltd., Delhi.

v/s

Their workmen

(represented by the Punjab National Bank Employees Union, Ambala Cantt.)
APPEARANCES;

Shri Prem Rattan Bhatia, Deputy General Secretary, Punjab National Bank Employees Union, Ambala Cantt., for the employees.

Shri Ram Sahay Officer-on-Special Duty, assisted by Shri M. K. Jain, for the Punjab National Bank.

By Notification No. LR. 100(11), dated 31-1-1952, the Government of India in the Ministry of Labour referred this dispute existing between the Punjab National Bank Ltd. and its workmen represented by the Punjab National Bank Employees Union, Jullundur City, in respect of the matter specified in the schedule which reads as follows:

- (1) Whether the termination of the services of Shri Ram Chand, Shri Madan Lal Bhatia and Shri Lekh Raj Sehgal from the Jammu Branch of the Punjab National Bank was justified and if not, what relief should be granted to them.

Usual notices were issued for filing statement of claim and the written reply of the Bank thereof and the pleadings were completed in April 1952. It is a reference of 1952 and in due course was to come up sometime later but it so happened that the Tribunal had to come to Delhi for the recording of additional evidence in certain cases remanded by the Labour Appellate Tribunal and on the representation of the parties this reference was also fixed for hearing at Delhi along with another Reference No. 7 of 1952 emanating from Punjab as well in order to avoid the contingency of coming to this region again. The actual hearing after recording evidence in the remand cases commenced on 16-9-1952 and was concluded on 17-9-1952.

The case of the employees as disclosed from the statement of Shri P. R. Bhatia who represented all three employees put briefly is that these employees working at Jammu also participated in the strike of April, 1951 and subsequently on the intervention of the Government when the Bank agreed to take back all the strikers into their service excepting 150 employees they had also reported for duty on 29th May 1951 but were not allowed to rejoin. It was submitted that the termination of their services was not justified and they were entitled to reinstatement and payment of all the arrears of back salary and all allowances permissible under

service conditions. The Bank representative however raised a preliminary objection to the effect that the reference was incompetent inasmuch as Industrial Disputes Act of 1947 has no application to the State of Jammu and Kashmir where the cause of action has arisen as stated in the claim itself. It was argued that section 1 clause (2) is explicit with regard to the application of the Act wherein exception has been made in the case of Jammu and Kashmir State. It was next urged that when the Act does not apply to Jammu and Kashmir State no reference could have been made by the Government nor any Tribunal constituted under the Act can take cognizance of the dispute emanating from Jammu. It was stressed that the position of the employee, working in Jammu and Kashmir was analogous to the employees of the branches in Pakistan or Burma, and even if the Union had enlarged its membership to employees working in Jammu and Kashmir State that would not extend the application of the Act by itself. Reliance was placed on (1) the award of this Tribunal published in the Gazette of India dated 30th December 1950 in the matter of Bharat Bank at page 1048. (2) a decision published in Labour Law Journal Vol. II 1950 pages 225-230 in the matter of Banking Companies in the province of Madras and their workmen wherein it was held that the cause which a suit in Part B States were beyond the jurisdiction of the Tribunal.

Shri P. R. Bhatia on behalf of the Union submitted that the preliminary objection was untenable because the Tribunal has only to see as to whether Government of India has applied their mind and whether any industrial dispute exists. Reference was made to legal precedents published in Labour Law Journal 1951 Vol. I page 469, a decision of Labour Appellate Tribunal which was followed in the case of Bidi Merchants, Ahmedabad Vs. their workmen reported in Labour Law Journal September 1952 page 365—Shri Bhatia while referring to the dictum laid down in the above cited decisions maintained that the main factors to be considered by the Government at the time of making the reference are (a) that a dispute exists and (b) that it is an industrial dispute. The next argument was that the employer Punjab National Bank is the same in all branches including Jammu and Kashmir Branch and reference was made to a decision in the matter of National Iron and Steel company and Ors (Labour Law Journal—September 1952 at page 346) wherein a principle has been enunciated with regard to the actual employer when one branch was closed. It was further argued that as all the employees of Punjab National Bank according to service agreement are the workmen of the Bank as a whole the employees of Jammu and Kashmir Branch cannot be separated. Reference was made to the opening paragraph and clause (b) of paragraph 3 as well as 4 (b) of the service agreement Ex. (A) and it was stressed that all the Branches including the branches at Jammu and Kashmir are under the Head Office at Delhi and as such the contention is of no avail. Reliance was also placed on the annexure filed with the statement of claim which is a copy of notice served upon the employees terminating their services from the Head Office and wherein Punjab, P.E.P.S.U., Haryana, Pradesha and Jammu and Kashmir State employees were mentioned. An extract from the constitution of the Punjab National Bank employees Union was also produced in evidence (Ex. L), in support of the allegation that the Union's organization beyond Punjab to Part B States including Jammu and Kashmir. It was next urged that the Punjab National Bank has been treating the Union as the representative of the employees of Jammu and Kashmir branch as evidenced from Exs. C and D; and has been sanctioning increments etc. on the representation of the Employees Union to the employees working in Part B States including Jammu and Kashmir. The other argument advanced was that the three persons under reference are not the individual disputants but the dispute was between the Union and the Punjab National Bank including all branches. In regard to the contention that the Government of India was not competent to make reference it was submitted that the Government had applied their mind to this question and in support of the allegation Shri Bhatia relied upon and produced several letters (1) dated 23rd August 1951 (Ex. E), (2) dated 23rd November 1951 (Ex. F), (3) dated 27th November 1951 (Ex. G), (4) dated 19th December 1951 (Ex. H) along with the copy of a letter dated 18th December 1951 from the Under Secretary to the Government of India (Ex. H-1) as well as (5) a letter dated 28th December 1951 with a copy of resolution of the Punjab National Bank Employees Union (Ex. J). On the strength of these exhibits mentioned above it was maintained that the Government of India was well aware that these employees were working in Jammu and Kashmir State; and still made this reference for adjudication. It was concluded that as the conditions laid down for making a reference in the Labour Appellate Tribunal decision quoted above have been satisfied, the objection has no merit. Shri Bhatia next referred to the fundamental principles laid down in the Constitution of India and urged that the workmen in Jammu and Kashmir are as good as the other nationals of India and furthermore under the Trade Union Act the Union has the right to fight their case before the tribunal

constituted under the Act because the workmen are under the one actual employer i.e. Punjab National Bank. In refutation of the argument of the other side and referring to section 1 of the Act, the Union representative contended that section 1 deals with the employer and the employees who are exclusively working in Jammu and Kashmir State and does not debar the jurisdiction of the industrial tribunals constituted under the Industrial Disputes Act if the actual employer controls the branches from Head Office at Delhi. It was further argued that there was no enactment on the Statute existing for the determination of the relations of the employer and employees in Jammu and Kashmir; and even if it had been it could not apply to Punjab National Bank with its head office at Delhi unless specific provision had been made to that effect. Reference was made to section 4(a) and 4(b) wherein this principle has been enunciated. Finally, Shri Bhatia maintained that the object of the Industrial Disputes Act is to maintain the harmony between the capital and labour and in case the question of competency is decided on technical objection notwithstanding of the same employer it would not be in consonance with the spirit in which this legislation has been enacted. It was exemplified that it would give a weapon in the hands of the employer to transfer somebody to Kashmir and then to sack him. While referring to Pakistan, it was urged that in the case of Kashmir so far the nationals of two parts go, the analogy of Pakistan is not in point. Reliance was placed on a decision of the Shastri Tribunal published in the Gazette of India dated 7th June 1952 in the case of Amar Nath Tandon Vs. Gadodia Bank page 917 (relevant passage at 919-920), wherein this point was discussed and the Tribunal proceeded on the assumption that they could not entertain the question as to whether it was an industrial dispute.

The legal objection has attracted some facts also to which specific reference has been made by the Union representative and I need hardly say that I have examined those facts as well in the appreciation of the legal discussion on the point of competency and jurisdiction. The running argument in support of the objection on the side of the Bank is that specific exception has been made in section 1 with regard to the applicability of the Act in the case of the State of Jammu and Kashmir and that by no stretch of reasoning the Central Government in the Ministry of Labour while acting under the Industrial Disputes Act could make any reference with regard to the causes occurred in a State which does not fall within the territorial jurisdiction of the Government, and as such the employees working in Jammu were beyond the jurisdiction of the Tribunal constituted under the Act. The Bank representative exemplified referring to foreign banks working in India and maintained that although their Head Office is in England or America the employees working in India were governed by the Industrial Disputes Act enacted in India and vice versa. It was submitted that the remedy open to the aggrieved person under the service agreements lies in civil courts or under the labour laws of Jammu and Kashmir and not under the Industrial Disputes Act of 1947 under which this Reference has been made.

Now the territorial jurisdiction under the Industrial Disputes Act is manifestly governed by section 1 of the Act or Section (1) of Civil Procedure Code which applies to British India now termed as Republic of India under the Constitution of India, and for reasons of State which need not be probed. Jammu and Kashmir State has not been brought within the scope of the Industrial Disputes Act and is removed from the operation of the statutory labour laws. Previously some of Part B States were also removed but under the amended Act with the sanction of the Government jurisdiction has been extended to other Part B States but exception has still been made in the case of Jammu and Kashmir. The general rule with regard to jurisdiction over the subject residing beyond the limits of India is extra territorium and the presumption would be that Indian legislature does not intend to exceed its jurisdiction. Another general rule to be remembered is that all legislation is territorial and is consequently applicable only to such subjects as come into the country or have made themselves subject to the jurisdiction of the courts of that country. Where the cause of action against a non-resident arises within jurisdiction of India that may in itself be sufficient ground for jurisdiction but when the cause of action arises out of India, there is no such presumption that jurisdiction can be extended even with the consent of the parties. The star argument on the side of Union is that when the Government of India has made this Reference working on the resolution of the Union, the Reference itself has its finality and the Tribunal cannot enter into the question of competency or jurisdiction. The tribunals no doubt take cognizance of disputes when a Reference is made by the Government but their function is a judicial one and I am of the opinion that it is not for the Government finally to decide the question whether the Reference was a valid one and was competent. What appears to me is that the function of the Government to make a Reference is more of administrative nature and the Tribunal would be the proper forum to enquire and

adjudicate upon the question of competency and such allied question arising between the parties. So far the Government is concerned they can refer the points of dispute when they are satisfied that there is cause for adjudication or when any dispute is apprehended. In other words the very Reference of dispute for adjudication denotes that the Government could not come to any decision and adjudication would embrace all matters including the competency of Reference and jurisdiction over the matter.

The other arguments advanced by Shri P. R. Bhatia however specious and ingenious they may look collapse to scrutiny in purview of the exception made in section (1) with regard to territorial jurisdiction. It is all very well to urge that in the interest of harmony and good relations between the employer and employees, the technical objection may not be made much of or that the Union has extended its membership to all branches or that the employer is the same and their head office is at Delhi when a certain matter is of discretionary nature but to roughshod over a specific provision of law in the matter of jurisdiction, it would be doing violence to the provision of the Act itself. The legislature has specifically excluded a certain area and sheer as a matter of expediency the jurisdiction where it does not vest cannot be seized on the principles of natural justice and equity, which also go hand in hand with the common law, and cannot be resorted to when a specific provision has been made regarding territorial jurisdiction in the matter of extent and applicability of the Act. It would, therefore, be dangerous to lay down any such proposition, merely to meet the contingency of harmony and good relations in contravention of the basic exception made in the Act. The authorities cited by Shri Bhatia furthermore deal with provisions of section 10 within the ambit of the Act and the decisions are not in point if and when the question of territorial jurisdiction is posed for discussion. This is correct that the powers of the Ministry are wide and they have only to apply their mind when a certain dispute exists and make any reference for the purpose of adjudication or refuse to make but it does not mean that any Government can over-ride the provisions of a legislation. In the circumstances I see no good reason to fall in line with the argument advanced by Shri Bhatia. I am of the opinion that the documents relied upon by the Union rather furnish a complete answer to the arguments advanced in support of the pleas. This is evidenced from some of the documents themselves referred to in the course of arguments by the Union side. Of these Ex. E bespeaks that the Government in the Ministry of Labour itself was of the opinion that the Central Government has no jurisdiction over the Branch in the State of Jammu and Kashmir. Their letter (Ex. E) dated 25th August 1951 sent by the Under Secretary to the Government of India, Ministry of Labour, to the Secretary Administration, Punjab National Bank Employees Union, Jullundur City, is significant and is reproduced as under for facility of reference:

"Ex. E.

GOVERNMENT OF INDIA

MINISTRY OF LABOUR

No. LR. Dy. 8094, Dated, New Delhi, the 25th August 1951.

From

Shri N. C. Kuppuswami B.A. (Hons.),

Under Secretary to the Government of India.

To

The Secretary Administration,

Punjab National Bank Employees Union,

Bhairon Bazar, Jullundur City.

SUBJECT:—Reinstatement of the employees of Punjab National Bank in Jammu and Kashmir State.

SIR,

With reference to your letter No. VICTM/J&K, dated the 8th August 1951, I am directed to say that as the Central Government have no jurisdiction over the Bank in the State of Jammu and Kashmir, it is regretted that they cannot intervene in the matter.

Yours faithfully,

(Sd.) N. C. KUPPUSWAMI, Under Secy."

The record further reveals that subsequently some correspondence ensued between the Employees Union and Government in regard to Ex. F, G and H and the Union was informed by the Under Secretary to the Government of India, Ministry of Labour that a formal resolution of the Union for taking up the cases of the three employees would be necessary if the Union wanted the Government to deal with the case under the Industrial Disputes Act as borne out from Ex. H-1. Ex. J bespeaks that the necessary resolution was passed at a meeting of the Executive Committee of the Union held at Jullundur and it appears that the Government working on the basis of this resolution made the reference. The question arises as

whether a unilateral act of the one part viz. the Union was sufficient to strengthen the hands of the Government to extend the jurisdiction of the Industrial Disputes Act to refer a dispute in which cause of action had arisen in Jammu and Kashmir and which state is specifically excluded from the ambit of the Industrial Disputes Act of 1947 as laid down in section 1 of the Act. Confining myself to the provisions of Industrial Disputes Act under which this Tribunal is constituted it appears that the Government of India in the Ministry of Labour was not competent to make this reference and I have no hesitation in coming to the conclusion that this Tribunal has no jurisdiction over the matter, and the claim fails on this short ground.

On merits, the position stands on a different footing. The Bank management entered into an agreement with the Government to reinstate all the strikers excepting 150 in whose case positive objection was taken. The letter sent by the Joint Secretary to the Managing Director of the Bank Ex. P and the reply sent by the Secretary on behalf of the Managing Director to the Joint Secretary Ex. Q pre-eminently set the point at rest. Both are reproduced as below without referring to other documentary evidence because these are self-explanatory and the Bank cannot possibly get out of the terms of the agreement as stated by the Secretary himself in Ex. Q.

Ex. P.

"GOVERNMENT OF INDIA
MINISTRY OF LABOUR
New Delhi, the 9th May 1951

From

K. N. Subramanian Esq., I.C.S.,
Joint Secretary to the Government of India,

To

Lala Yodhraj,
Managing Director,
Punjab National Bank Ltd., Delhi.

Dear Sir,

With reference to the various discussions that you have had with the Finance Ministry and ourselves regarding the reinstatement of the employees of your Bank dismissed by you during the recent strike, we, in consultation with the Finance Ministry, feel that the best method of tackling the situation would be for the Punjab National Bank to reinstate all employees except those to whose reinstatement you have positive objection. It is understood that the number of the latter category of employees will not exceed 150 and that you are agreeable to have their cases referred for adjudication to an Industrial Tribunal. It is also understood that those who report for duty will sign a simple declaration to the effect that they are rejoining duty.

2. You have explained that the Bank management has not treated the strike as a break in service in the case of employees who have already rejoined and that they have regularised the absence by the grant of leave with or without pay as admissible. It is understood that this policy will be applied in future cases also.

3. Would you please supply me with a list of those employees whom you do not propose to allow to resume duty so that their cases may be referred to a Tribunal? I shall also be grateful if you will kindly issue instructions accordingly to your branch offices immediately and give publicity to these.

Yours faithfully,
(Sd.) K. N. SUBRAMANIAN 9-5-51
Joint Secretary to the Govt. of India."

Ex. Q.

“PUNJAB NATIONAL BANK LTD.

Head Office: Delhi.

NO. PRD/55/51

Shree Niwas,
8 Underhill Road,
Delhi, 10th May 1951.

K. N. Subramanian, Esq., I.C.S.,
Joint Secretary to the Govt. of India,
Ministry of Labour, New Delhi.

Dear Sir,

I am directed by Lala Yodh Raj to confirm the agreement contained in your letter No. NLI, dated 9th May 1951 addressed to Lala Yodh Raj, Chairman and General Manager of the Bank. The list of 150 such persons against whom the Bank has positive objection towards their reinstatement is in course of preparation and will be submitted to you shortly. I am issuing necessary instructions to the branches to implement the above agreement and also to give publicity to the same.

Yours faithfully,
(Sd.) B. N. PURI, Secy.”

Now these persons in question were not included in the list of 150 and were to be taken back in service sheer on making a simple declaration that they wanted to rejoin their duties before 5th June 1952 which they admittedly did. On merits accordingly my finding is that they are entitled to reinstatement and payment of their back salary plus allowances permissible under service conditions from the date of dismissal to the date of reinstatement. But, as held above the claim is not competent and is lacking in jurisdiction and the same is disallowed.

Now, therefore, this Tribunal makes its award in terms aforesaid this 7th day of October 1952.

K. S. CAMPBELL-PURI, Chairman,
Central Government Industrial Tribunal,
Calcutta.
[No. LR-100(ii).]

S.R.O. 1897.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (XIV of 1947), the Central Government hereby publishes the following award of the All India Industrial Tribunal (Bank Disputes), in respect of applications under section 33-A of the said Act preferred by certain workmen of banking companies.

AWARDS

BEFORE THE ALL INDIA INDUSTRIAL TRIBUNAL (BANK DISPUTES) BOMBAY
COMPLAINT No. 62/52 UNDER SECTION 33A OF THE INDUSTRIAL DISPUTES ACT, 1947.

Shri Kidar Nath Misra

Versus

The Punjab National Bank Limited.

This is a complaint under Section 33A of the Industrial Disputes Act, 1947 by a workman of the Bank praying for various reliefs. But the only matter that was pressed before us related to payment of gratuity due to him on retirement. During the course of the argument, the Bank stated that it was willing to give the employee the amount of gratuity due as per Shri B. B. Singh's Award. In view of this, the employee did not press the complaint further. Accordingly an award is passed to the effect that the Bank do pay the employee the amount of gratuity due to him as per the Award of Shri B. B. Singh.

(Sd.) S. PANCHAPAGESA SASTRY, Chairman.

(Sd.) M. L. TANNAN, Member.

(Sd.) V. L. D'SOUZA, Member.

BOMBAY:

The 22nd October, 1952.

BEFORE THE ALL INDIA INDUSTRIAL TRIBUNAL (BANK DISPUTES) BOMBAY
COMPLAINT No. 69/52 UNDER SECTION 33A OF THE INDUSTRIAL DISPUTES ACT, 1947.

Shri A. B. Mazumdar

Versus

The Punjab National Bank Limited.

This is a complaint by an employee of the Punjab National Bank Limited that the Bank violated the provisions of Section 33 of the Industrial Disputes Act, 1947 inasmuch as it deducted Rs. 12 being the house rent allowance due to him during the period of his earned leave. The petitioner prays that the Bank should be directed to refund the said amount deducted.

2. The Bank's reply stated that the S.C. Award properly interpreted did not provide for payment of house rent allowance for the period of privilege leave availed of by an employee. The S.C. Award, of course, is no longer available to either party as it has been declared to be void.

3. It is, however, unnecessary to deal with these contentions because the Bank has stated before us that it has changed its policy and is now willing to recognize the claims for house rent allowance even for the period of earned privilege leave availed of by employees. The Bank has agreed before us that it will pay the amount due to this complainant in terms of its new policy. It is sufficient, therefore, to record this undertaking and to direct the Bank to refund the amount of house rent allowance due to this employee. We pass an award accordingly in the above terms.

(Sd) S. PANCHAPAGESA SASTRY, *Chairman.*

(Sd) M. L. TANNAN, *Member.*

(Sd) V. L. D'SOUZA, *Member.*

BOMBAY;

The 22nd October, 1952.

BEFORE THE ALL INDIA INDUSTRIAL TRIBUNAL (BANK DISPUTES) BOMBAY
COMPLAINT No. 62/52 UNDER SECTION 33A OF THE INDUSTRIAL DISPUTES ACT, 1947.

Shri Radhey Mohan Kapur

Versus

Allahabad Bank Limited.

This is a complaint by an employee of the Allahabad Bank Limited, Agra, against the order terminating his services. He was originally employed on probation as Assistant Cashier in the Agra Office. The order of appointment dated 26th November 1951 states that he is appointed on the usual terms of probation. On 13th May 1952 a notice of discharge was served on him. The letter states:—

"Under instructions from Head Office your services have been terminated. Please arrange to receive from us your salary and allowances for 13 days".

Thereafter the employee would appear to have made requests to the Bank both orally and in writing asking for reasons why he was discharged. On 11th June 1952 he received a reply from the Bank which reads as follows:—

"In reply to your letter of the 16th instant ultimo, we have to inform you that you were appointed on a probationary period of 6 months during which time your services could be terminated by the Bank without notice if your work found unsatisfactory. As your behaviour with the Bank's clients, and also your work, during the probationary period were not found satisfactory, your services were terminated".

His case was taken up by the U.P. Bank Employees' Union who passed a resolution protesting against the discharge of the employee. The union also took up the matter with the Regional Labour Commissioner who had come to Agra in some other connection. Apparently, nothing came out of all this. The complaint before us was received on the 8th of August 1952 and it purports to be under section 33A of the Industrial Disputes Act, 1947.

2. The Bank has filed a reply wherefrom it appears that the employee was only a probationer awaiting confirmation subject to his work and conduct during the period of his probation being found satisfactory. It is stated that he did not qualify for confirmation as his work was not satisfactory. It is the Bank's case that even in the middle of April 1952, the Agent of the Branch at Agra wrote

to the Head Office complaining about the behaviour of the probationer towards the Bank's customers. The report states that the employee "is of a quarrelsome and obstinate nature", that his work in the opinion of the Head Cashier is unsatisfactory and that he pays very little attention to instructions given to him. As already stated, it was on the 13th May following that the services of the employee were terminated. There was no charge-sheet framed against him nor was he asked to explain about his alleged unsatisfactory work and behaviour towards constituents.

3. It was argued before us that a probationer should not be considered as a workman within the meaning of the Industrial Disputes Act, 1947. It was pointed out that while an apprentice is specifically included in the definition of a "workman" nothing is said about probationers. A probationer is only taken on trial and he becomes a regular employee only after confirmation. "Probation" implies a trial intended to test the fitness of the "probationer" before he could be confirmed as an employee. On the other hand, it was urged by the representative of the union who appeared for the employee that the definition of the term "workman" was comprehensive enough to include a probationer as well. It is not disputed that the complainant herein, during the probationary period, was doing clerical work for reward. It was urged that if probationers were not to be treated as workmen it would be open to them to indulge in a strike and they could not be said to contravene the terms of the section which prohibited a strike. We are inclined to hold that a probationer also is a "workman" within the meaning of the term but it is unnecessary to come to a final conclusion in this case.

4. Turning to the merits of the disputes, even if a probationer's services could not be terminated without the permission of this Tribunal previously obtained under section 33 of the Act, the merits of the case relating to termination would have to be decided by us in this complaint. From the report dated 14th April 1952 of the local Agent of the Bank to the Head Office it appears that the superior officers were not satisfied with the work of this employee. It was vehemently contended before us that the order terminating the services of the employee gave no reasons at all for the action of the Bank and that it was only after repeated requests to the Bank to give out the reasons for its action that a reply was sent long after, on 11th of June 1952, as to why the Bank terminated the services of the employee as Assistant Cashier. It was urged that his alleged improper behaviour towards constituents and the unsatisfactory character of his work were all after-thoughts to justify an illegal termination of his services because the Agent of the Agra Branch did not approve of the trade union activities of this probationer employee who insisted on overtime payment and certain other rights. In view of the fact that even by about the 14th of April 1952 we find a record about the unsatisfactory character of the work of this employee we cannot accept the contention that the reasons put forward were after-thoughts. We are not satisfied that the action of the Bank was unjustified.

5. It was again urged that the absence of charge-sheet against the employee and the denial of an opportunity to him to explain the alleged inefficiency and improper behaviour were by themselves sufficient to make out that the termination of services was illegal. It is true that so far as regular permanent employees are concerned it is now well established that they cannot be dismissed for alleged misconduct without an opportunity being given to them to meet the charges framed against them. In the case of a probationer employee, however, who is yet to be confirmed, the position does not appear to be the same. The judgment of the Labour Appellate Tribunal reported in 1952 I Labour Law Journal, Page 504 upholds the view that the services of a probationer can be terminated without notice so long as there has been no confirmation of his appointment as a permanent employee. The very object of taking an employee on probation would be defeated if it were held otherwise. In these circumstances, in view of the judgment quoted above, we cannot hold that the order terminating the services of the employee is illegal and improper. This complaint, therefore, has to be rejected.

6. We accordingly pass an award dismissing this complaint.

(Sd.) S. PANCHAPAGESA SAstry, Chairman.

(Sd.) M. L. TANNAN, Member.

(Sd.) V. L. D'SOUZA, Member.

BOMBAY;

24th October, 1952.

ORDER

New Delhi, the 8th November 1952.

S.R.O. 1898.—Whereas the Central Government is of opinion that an industrial dispute exists between:—

Employers

(1) the Stevedores registered under the Bombay Dock Workers (Regulation of Employment) Scheme 1951 made under the Dock Workers (Regulation of Employment) Act, 1948 (IX of 1948), and

(2) the Bombay Dock Labour Board constituted under the said Scheme, and

Employees

The Stevedore Workers registered under the said scheme in the Reserve Pool Register in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the dispute for adjudication;

Now, therefore, in exercise of the powers conferred by Section 7 and clause (c) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (XIV of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Shri S. H. Naik, Member, Industrial Court, Bombay, shall be the sole member, and refer the said dispute for adjudication to the Industrial Tribunal so constituted.

SCHEDULE

(i) Timings for taking booking by the workers registered in the Reserve Pool of the Bombay Dock Labour Board.

(ii) Payment for early attendance for booking.

(iii) Refund of the amount of attendance money deducted by the orders of the Special Officer of the Dock Labour Board.

[No. LR-3(178).]

P. S. EASWARAN, Under Secy.

New Delhi, the 10th November 1952

S.R.O. 1899.—In exercise of the powers conferred by sub-section (1) of section 7 of the Employees' Provident Funds Act, 1952, (No. XIX of 1952), the Central Government hereby directs that the following amendment shall be made in the Employees' Provident Funds Scheme, 1952, namely:—

In the proviso to sub-paragraph (2) of paragraph 28 of the said Scheme, for the words "consists of investments", the words "were before the 2nd September, 1952 invested" shall be substituted.

[No. PF523(3).]

N. M. PATNAIK, Dy. Secy.

ORDER

New Delhi, the 8th November 1952

S.R.O. 1900.—Whereas an industrial dispute between certain employers in the Port of Cochin and their workmen has been referred for adjudication to the Industrial Tribunal of which Shri E. Krishnamurthy Industrial Tribunal, Madurai, is the sole Member, by the order of the Government of India in the Ministry of Labour No. S.R.O. 1158 dated the 19th July 1951 read with notification No. LR-2(345) I, dated the 13th October 1952;

And whereas the Central Government is of opinion that the dispute is of such a nature that other establishments of a similar nature are likely to be interested in, and affected by, such dispute;

Now, therefore, in exercise of the powers conferred by sub-section (5) of section 10 of the Industrial Disputes Act, 1947 (XIV of 1947), the Central Government hereby includes in the said reference the establishments under the employers specified in the Schedule hereto annexed.

SCHEDULE

1. The Manager, H. E. Day and Company :	.	.	.	Cochin.
2. The Manager, Pierce Leslie and Company :	.	.	.	Cochin.
3. The Manager, Aspinwall Company:	.	.	.	Cochin.
4. The Manager, A. V. Thomas and Company	.	.	.	Cochin.
5. The Manager, Volkart Brothers.	.	.	.	Cochin.
6. The Manager, Bombay Company	.	.	.	Cochin.
7. The Manager, Harrisons and Crossfield	.	.	.	Cochin.
8. The Manager, Vasu Brothers	.	.	.	Cochin.
9. The Manager, Pairy and Company.	.	.	.	Cochin.
10. The Manager, Darrah Smail Company	.	.	.	Cochin.
11. The Manager, Matthewson Buchanquet	.	.	.	Cochin.
12. The Manager, Madura Company :	.	.	.	Cochin.
13. The Manager, C. K. Cheriabdulli .	.	.	.	Cochin.
14. The Manager, P. Usman and Company	.	.	.	Cochin.
15. Messrs B. J. Khona	.	.	.	Mattancherry.
16. Messrs Akbar Badshah	.	.	.	Mattancherry.
17. Messrs National Steamship Company	.	.	.	Mattancherry.
18. Messrs C. K. N. Mchta	.	.	.	Mattancherry.
19. Messrs S. D. Arunachalam Chettiar	.	.	.	Mattancherry.
20. Messrs S. Kuppan Chettiar	.	.	.	Mattancherry.
21. Messrs Sha Dwarakadas Vallabhadas	.	.	.	Mattancherry.
22. Messrs General Traders Ltd.	.	.	.	Mattancherry.
23. Messrs Nandagopal and Company	.	.	.	Mattancherry.
24. Messrs Mookkan Devassy Ouseph	.	.	.	Mattancherry.
25. Messrs John Thomas Porathukaran	.	.	.	Mattancherry.
26. Messrs A. R. Chokkalingam Chettiar	.	.	.	Mattancherry.
27. Messrs Shah Devachand Moolji	.	.	.	Mattancherry.
28. Messrs Sha Haridas Madavji	.	.	.	Mattancherry.
29. Messrs Makkar Pillai and Company	.	.	.	Mattancherry.
30. Messrs A. V. George and Company	.	.	.	Mattancherry.
31. Messrs S. C. N. Sanyal and Company	.	.	.	Mattancherry.
32. Messrs Abdulrahman Gulam Hussain	.	.	.	Mattancherry.
33. Cochin Transporting Company	.	.	.	Mattancherry.
34. Sitaram Warehouse	.	.	.	Mattancherry.
35. Maniklal Bhavanji	.	.	.	Mattancherry.
36. Yogyai Pai Narayana Pai	.	.	.	Mattancherry.
37. Popatla Moolji	.	.	.	Mattancherry.
38. The Eastern Trading Company	.	.	.	Mattancherry.
39. Kamathi and Company	.	.	.	Mattancherry.
40. Umarsi Javath Khona	.	.	.	Mattancherry.
41. Sha Pepatlal Dayabhai	.	.	.	Mattancherry.
42. Mercantile Marine Service	.	.	.	Mattancherry.
43. Malabar Steamship Company	.	.	.	Mattancherry.
44. K. Johar and Company	.	.	.	Mattancherry.
45. Philipsons and Sons	.	.	.	Mattancherry.
46. A. N. Gunashenoi and Brothers	.	.	.	Mattancherry.
47. J. P. Brothers	.	.	.	Mattancherry.
48. Anderson Dawn and Company	.	.	.	Mattancherry.
49. Y. A. Lonan Merchant	.	.	.	Mattancherry.
50. K. V. John Merchant	.	.	.	Mattancherry.
51. Haji Ebrah m Kassam	.	.	.	Mattancherry.
52. C. L. Varced	.	.	.	Mattancherry.
53. Javarilal Anand Ji	.	.	.	Mattancherry.
54. Anthony Chandy Brothers	.	.	.	Mattancherry.
55. Abdul Hussein Abdulkader	.	.	.	Mattancherry.
56. P. D. Jappy Brothers	.	.	.	Mattancherry.
57. Sha Lakshmi Chand	.	.	.	Mattancherry.
58. Sha Hirchand	.	.	.	Mattancherry.
59. P. V. Nijk and Company	.	.	.	Mattancherry.
60. Bhagavandas Jamunadas	.	.	.	Mattancherry.
61. Moham-diah Steamship Company	.	.	.	Mattancherry.
62. South East Asia Shipping Company	.	.	.	Mattancherry.
63. A. R. Sulaiman:	.	.	.	Mattancherry.
64. M. R. Alpu and Company	.	.	.	Mattancherry.
65. Indian Company	.	.	.	Mattancherry.
66. G. L. Kilikar	.	.	.	Mattancherry.
67. J. B. Adwany	.	.	.	Mattancherry.
68. Govardhan Hathi Bai	.	.	.	Mattancherry.
69. S. Palippa Pillai Merchant	.	.	.	Mattancherry.
70. R. M. S. Gopalakrishna Pillai Merchant.	.	.	.	Mattancherry.

71.	Rasid Brothers Merchant	.	.	.	.	.	.	Mattancherry.
72.	Jai Narayana Traders	.	.	.	.	.	.	Mattancherry.
73.	Das and Co. Singaporewala Merchant	.	.	.	.	.	.	Mattancherry.
74.	Gujarathi Travancore Agency Merchant	.	.	.	.	.	.	Mattancherry.
75.	Scindia Steam Navigation Co. Merchant	.	.	.	.	.	.	Mattancherry.
76.	The Hindustan Agencies Merchant	.	.	.	.	.	.	Mattancherry.
77.	Nensy Devsy Kathamvala Merchant	.	.	.	.	.	.	Mattancherry.
78.	S. V. Ramaswamy Merchant	.	.	.	.	.	.	Mattancherry.
79.	Chakola Bonappan Palu Merchant	.	.	.	.	.	.	Mattancherry.
80.	Ismail Devsry Merchant	.	.	.	.	.	.	Mattancherry.
81.	K. A. Auries B.A. & B.L. Merchant	.	.	.	.	.	.	Mattancherry.
82.	Gulabdas T. Shah Merchant	.	.	.	.	.	.	Mattancherry.
83.	Indus Export and Import Merchant	.	.	.	.	.	.	Mattancherry.
84.	Kerala Mercantile Syndicate Merchant	.	.	.	.	.	.	Mattancherry.
85.	Dulchand Umnaul Merchant	.	.	.	.	.	.	Mattancherry.
86.	K. V. Jacob and Company Merchant	.	.	.	.	.	.	Mattancherry.
87.	S. N. V. Nataraja Pillai Merchant	.	.	.	.	.	.	Mattancherry.
88.	Dawood Essarassak Merchant	.	.	.	.	.	.	Mattancherry.
89.	Bengal Bag Company Merchant	.	.	.	.	.	.	Mattancherry.
90.	Narayanan Annappa Naik Merchant	.	.	.	.	.	.	Mattancherry.
91.	The Trading Corporation Merchant	.	.	.	.	.	.	Mattancherry.
92.	Veerji Dava and Company Merchant	.	.	.	.	.	.	Mattancherry.
93.	A. S. Bava and Sons Merchant	.	.	.	.	.	.	Mattancherry.
94.	Sha Manikji Nagsi Merchant	.	.	.	.	.	.	Mattancherry.
95.	Union Grain Supply Company Merchant	.	.	.	.	.	.	Mattancherry.
96.	Duvan Haji Pzermehamad Moosa Merchant	.	.	.	.	.	.	Mattancherry.
97.	General Trading Company Merchant	.	.	.	.	.	.	Mattancherry.
98.	J. H. Patel Company Merchant	.	.	.	.	.	.	Mattancherry.
99.	V. N. Subramanyan Merchant	.	.	.	.	.	.	Mattancherry.
100.	Ranjit and Company Merchant	.	.	.	.	.	.	Mattancherry.
101.	Malabar Spices and Company Merchant	.	.	.	.	.	.	Mattancherry.
102.	K. R. Baliga and Company Merchant	.	.	.	.	.	.	Mattancherry.
103.	Union Coir Traders Merchant	.	.	.	.	.	.	Mattancherry.
104.	Govindji Brothers Merchant	.	.	.	.	.	.	Mattancherry.
105.	P. N. V. Bandari Merchant	.	.	.	.	.	.	Mattancherry.
106.	D. C. Jhor & Sons Merchant	.	.	.	.	.	.	Mattancherry.
107.	Sorabji and Company Merchant	.	.	.	.	.	.	Mattancherry.
108.	C. A. Abdul wahab Jew Town	.	.	.	.	.	.	Jew Town.
109.	K. Raman Nair Merchant	.	.	.	.	.	.	Jew Town.
110.	E.M. S. Shaik Abdulkader Merchant	.	.	.	.	.	.	Jew Town.
111.	Bayyath Brothers Merchant	.	.	.	.	.	.	Jew Town.
112.	S. Kader Meideen Rowther Merchant	.	.	.	.	.	.	Jew Town.
113.	Malabar Coir Supply Co. Merchantt	.	.	.	.	.	.	Jew Town.
114.	S. N. Lekshmana Iyer Merchant	.	.	.	.	.	.	Jew Town.
115.	Haridas Chatrubbuj Merchant	.	.	.	.	.	.	Jew Town.
116.	M. A. Abdul Latif and Company Merchant	.	.	.	.	.	.	Jew Town.
117.	A. C. Shai, Mohamed Rowether Merchant	.	.	.	.	.	.	Jew Town.
118.	T. N. Noormohamed and Co.	.	.	.	.	.	.	Jew Town.
119.	Abdulrahiman Haji Jacob	.	.	.	.	.	.	Jew Town.
120.	B. M. Poter	.	.	.	.	.	.	Jew Town.
121.	Government Sub Depot	.	.	.	.	.	.	Jew Town.
122.	Narichwala	.	.	.	.	.	.	Jew Town.
123.	Lever Brothers	.	.	.	.	.	.	Mattancherry.
124.	R. M. Parkh	.	.	.	.	.	.	Mattancherry.
125.	Season Company	.	.	.	.	.	.	Mattancherry.
126.	E. N. Gopichandran	.	.	.	.	.	.	Mattancherry.
127.	Pethan Joseph Sons	.	.	.	.	.	.	Mattancherry.
128.	T. T. Krishnamachari	.	.	.	.	.	.	Mattancherry.
129.	Shah Haridas Madhauji	.	.	.	.	.	.	Cochin.
130.	Lakshmidhan Rathensy	.	.	.	.	.	.	Mattancherry.
131.	Chandy Devassikutty	.	.	.	.	.	.	Mattancherry.
132.	Ismail Sooyi	.	.	.	.	.	.	Mattancherry.
133.	Sampoorna Company	.	.	.	.	.	.	Mattancherry.
134.	National Agency	.	.	.	.	.	.	Mattancherry.
135.	V. N. S. Kuppayandi Chettiar	.	.	.	.	.	.	Jew Town Mattancherry.
136.	P. S. N. S. Ambalaviana Chettiar	.	.	.	.	.	.	Jew Town Mattancherry.
137.	Moolji Jaitha Co.	.	.	.	.	.	.	Jew Town Mattancherry.
138.	M. B. Khona	.	.	.	.	.	.	Jew Town Mattancherry.

	Town
139. New Dolera Steamship Co.	Mattancherry.
140. Gujarathi Tobacoo:	Cochin.
141. A. K. Bava:	Cochin.
142. B. T. Patel:	Cochin.
143. V. E. Abdulkader:	Cochin.
144. U. C. Patel:	Cochin.
145. M. Patel:	Cochin.
146. P. Perumal Pillai:	Cochin.
147. L. J. Patel:	Cochin.
148. Karsandas Brothers:	Cochin.
149. R. B. Patel, Merchant:	Cochin.
150. A. B. Abdul Kader, Merchant:	Cochin.
151. S. Kassan Koya, Merchant:	Cochin.
152. H. T. Shah Company, Merchant:	Cochin.
153. V. K. Mamukutty, Merchant:	Cochin.
154. V. Moideen and Sons:	Mattancherry.
155. V. K. Govindan Nair, Merchant:	Mattancherry.
156. R. K. Mohamed, Merchant:	Mattancherry.
157. S. G. Nagda, Merchant:	Mattancherry.
158. Kesavan Nair and Co., Merchant:	Mattancherry.
159. T. B. Abdulla and Co., Merchant:	Mattancherry.
160. Binny and Company, Merchant:	Mattancherry.
161. C. C. Wakefield & Co., Ltd. Merchant:	Mattancherry.
162. J. C. W. Ltd, Merchant:	Mattancherry.
163. Makkar Pilla Company, Merchant:	Mattancherry.
164. Bata Company, Merchant:	Mattancherry.
165. K. Azaria Tea Ltd., Merchant:	Mattancherry.
166. O. J. Khona, Merchant:	Mattancherry.
167. Eastern Trading Company, Merchant:	Mattancherry.
168. Pulikken Ouseph Anthony, Merchant:	Mattancherry.
169. C. P. Gopalan Nair, Merchant:	Mattancherry.
170. Abdul Kassein Akbarali, Merchant:	Mattancherry.
171. Manilal Company, Merchant:	Mattancherry.
172. M. V. Thomas, Merchant:	Mattancherry.
173. M. V. Joseph, Merchant:	Mattancherry.
174. C. P. Lonappan, Merchant:	Mattancherry.
175. V. S. Neelakantan, Merchant:	Mattancherry.
176. K. Perumal, Merchant:	Mattancherry.
177. P. M. Kamakshi Nadar, Merchant:	Mattancherry.
178. P. T. Vergheese, Merchant:	Mattancherry.
179. M. I. Rappel and Co., Merchant:	Mattancherry.
180. Veerji Deyalai Co. Merchant:	Mattancherry.
181. Central Trading Co., Merchant:	Mattancherry.
182. Kerala Produce Agency, Merchant:	Mattancherry.
183. South India Produce Co., Merchant:	Mattancherry.
184. Mavii Khanji, Merchant:	Mattancherry.
185. P. J. Cherian, Merchant:	Mattancherry.
186. Sunderdas Rathensy, Jew Town:	Mattancherry.
187. L. Annaswami Iyer, Jew Town:	Mattancherry.
188. N. D. Arwary, Jew Town:	Mattancherry.
189. Visanji Lakamdas, Jew Town:	Mattancherry.
190. Trikumdas Arjun Bai & Co., Jew Town:	Mattancherry.
191. Purakkel Brothers, Jew Town:	Mattancherry.
192. K. Neelakanta Pillai, Jew Town:	Mattancherry.

[No. LR-2(345)II.]

S. V. JOSHI, Dy. Secy.

MINISTRY OF TRANSPORT

MERCHANT SHIPPING

New Delhi, the 10th November 1952

S.R.O. 1901.—The following draft of a further amendment to the Indian Merchant Shipping (Construction and Survey of Passenger Steamers) Rules, 1935, which it is

proposed to make in exercise of the powers conferred by section 145 of the Indian Merchant Shipping Act, 1923 (XXI of 1923), is published, as required by sub-section (1) of the said section, for the information of all persons likely to be affected thereby and notice is hereby given that the said draft will be taken into consideration on or after the 10th December 1952.

Any objection or suggestion which may be received from any person in respect of the said draft before the date specified will be considered by the Central Government.

Draft Amendment

In rule 8 of the said Rules, for the words "New Year's Day, Good Friday, the King Emperor's Birthday or Christmas Day", the following words bracket and figures shall be substituted, namely:—

"Bank Holiday (January 1), Republic Day, Holi, Id-ul-Fitr, Independence Day (Dusehra, Mahatma Gandhi's Birthday, Diwali and Christmas Day.)"

[No. 59-MA(1)/52.]

S. K. GHOSH, Dy. Secy

PORTS

New Delhi, the 7th November 1952

S.R.O. 1902.—The following draft of a further amendment to the Cochin Harbour Craft Rules, 1947, which it is proposed to make, in exercise of the powers conferred by clause (k) of sub-section (1) of section 6 of the Indian Ports Act, 1908 (XV of 1908), is published, as required by sub-section (2) of the said section, for the information of all persons likely to be affected thereby and notice is hereby given that the draft will be taken into consideration on or after the 23rd December, 1952.

Any objection or suggestion which may be received from any person in respect of the said draft before the date specified will be considered by the Central Government.

Draft Amendment

For Form A, appended to the said Rules, the following Form shall be substituted, namely:—

FORM A

(See Rule 4)

Licence granted to owner of harbour craft measuring..... feet long..... feet broad and..... feet deep registered tons To carry cargo (other than animals) and/or passengers or animals to the extent specified below, to and from the shipping at or off the Port of Cochin under the restrictions and subject

to the penalties laid down in the Cochin Harbour Craft Rules, 1947.

Date of registry	Nature, number and description of Harbour Craft	Rig and equipment	When built and where	When repaired last and in what condition	CARGO WITHOUT PASSENGERS		Number of passengers without cargo	Number of crew	PARTICULARS RESPECTING THE OWNER OR OWNERS OF THE HARBOUR CRAFT		PARTICULARS RESPECTING THE TINDAL OF THE HARBOUR CRAFT		Period for which the licence is to be in force	REMARKS	
					Number of animals and presumed weight	Weight of cargo other than animals			Name or names	Occupation	Place or places of residence	Name	Place of residence		
1	2	3	4	5	6 (a)	6 (b)	7	8	9	10	11	12	13	14	15
					In fine weather SEASON	In fine weather SEASON	In fine weather SEASON	In fine weather SEASON	Tindal Lascars						
					In rough weather SEASON	In rough weather SEASON	In rough weather SEASON	In rough weather SEASON							
					16th May to 15th Sept.	16th May to 15th Sept.	16th May to 15th Sept.	Tindal Lascars							

NOTE :—Two children under 12 years of age=1 adult.

"Vessel not fit to ply outside Port limits and between Ports, until she complies in full with relevant provisions of the I.M.S. Act, 1923".

Dated.....19

Deputy Conservator.

[No. 6-PII(84)/52]

C. PARTHASARATHY, Under Secy.

PRINTED IN INDIA BY THE MANAGER, GOVT. OF INDIA PRESS, NEW DELHI
AND PUBLISHED BY THE MANAGER OF PUBLICATIONS, DELHI, 1952
